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Current Topics.

Sir Thomas Gardner Horridge.

We note with regret the announcement of the resignation of Mr. Justice HORRIDGE, the senior judge of the King's Bench Division. The late judge was raised to the Bench on the 2nd October, 1910, the day following the appointment of Mr. Justice AVORY. It is of interest to record in connection with long judicial careers that Sir HARRY EVE, who retired a few months ago, was raised to the Bench in December, 1907, so that Mr. Justice HORRIDGE'S twenty-seven years and more on the Bench is not a record among present retired members of the Supreme Court of Judicature. The announcement that the King has been pleased to approve that Sir THOMAS GARDNER HORRIDGE be sworn of His Majesty's most honourable Privy Council on his resignation of the office of Justice of the High Court of Justice will be received with general satisfaction by members of each branch of the legal profession, and we venture to express the hope that the late learned judge will enjoy many years of well-earned retirement.

Veterans in the Law.

ALTHOUGH VISCOUNT CRAIGMYLE, who celebrated his eighty-seventh birthday this week, is no longer in active service as a Lord of Appeal in Ordinary, it may be said of him, as was said of one of old, that his eye is not dim nor his natural force abated. To the reports he made many notable contributions; his vigorous dissenting judgment in the stress of war time in *Rex* v. *Halliday* [1917] A.C. 260, on the question of the validity of a statutory regulation giving power to imprison a naturalised alien as a person of hostile origin and associations, is still remembered for its vigour and cogency of reasoning, and has been preferred by many constitutional lawyers to the decision of the majority. His quondam colleague in the House, VISCOUNT DUNEDIN, is senior by a year, and of him, too, it can be said that even at this advanced age his occasional letters in *The Times* show that the virility of his thought and powers of expression have suffered no diminution by the lapse of years. But it would seem that among those in the highest ranks of the judiciary longevity is a notable characteristic. LORD ELDON was eighty-seven, but in this matter he was easily out-distanced by LORD HALSBURY, who attained ninety-eight. When, in 1900, LORD MORRIS, as a Lord of Appeal, retired, and found that he was to be succeeded by Sir NATHANIEL LINDLEY, he quietly observed that "a worn-out old man of seventy-three had been succeeded by a lad of seventy-two!" In such fashion do these Lords of Appeal retain their juvenility of spirit.

Trinity Law Sittings: Judicial Committee.

THE Judicial Committee of the Privy Council renewed its sittings on Tuesday with a list of thirty-two appeals including twenty from India, three from Canada, one from Australia and eight listed under Crown Colony and other Appeals. The last comprise two appeals from the West African Court of Appeal, two from Cyprus and one each from the Federated Malay States, Palestine and Malta. Eleven judgments await delivery.

Court of Appeal and Chancery Division.

THE lists for the Trinity Term which began on Monday show some decrease compared with the corresponding term last year in the number of causes before the Court of Appeal and the Chancery Division of the High Court, with a considerable increase in King's Bench and Divorce business, in so far as the number of matters, without regard to their length or complexity, forms any guide. The total number of appeals to the Court of Appeal this term is 144, of which two are interlocutory. Of the final appeals thirty are from the Chancery Division, including one in bankruptcy, seventy-eight are from the King's Bench, and five are from the Probate, Divorce and Admiralty Division. The last-mentioned figure includes two Admiralty appeals, that preceding it includes two appeals in the Revenue Paper. There are three appeals from the County Palatine Court of Lancaster and also twenty-six appeals from the county courts, including three workmen's compensation cases. Last year the total number of cases before the court was 153, nine more than for the present term. In the Chancery Division the seven actions in Witness List, Part I, the forty actions in Witness List, Part II, and the sixty-four causes in the Adjourned Summonses and Non-Witness List bring the total up to 111 matters, or thirty-four fewer than last year. Witness List, Part I, is being dealt with this term by CLAUSON and CROSSMAN, JJ., Witness List, Part II, by LUXMOORE and BENNETT, JJ., and the Adjourned Summonses and Non-Witness List by FARWELL and SIMONDS, JJ. Of the learned judges taking Witness List, Part I,

CLAUSON, J., has also one Retained Matter, and CROSSMAN, J., one Assigned Matter, one cause in the Non-Witness List and three in the Witness List, Part II. In addition to the matters above indicated, both LUXMOORE and BENNETT, JJ., have one Retained Matter and one Procedure Summons each, while the former has also five Assigned Matters. These bring the total for the Chancery Division up to 126. There are in addition ninety Companies Matters which will come before CROSSMAN, J., and five appeals and motions in bankruptcy.

The King's Bench Division.

IN the King's Bench Division the 447 causes in the Ordinary List, the 214 causes in the New Procedure List and the twenty causes in the Commercial List show, with the ten actions which have been set down for hearing under Ord. XIV, a total of 691, compared with 200 for last year and 592 for 1935. The drop in last year's figure, which was duly recorded in these pages, has thus been more than recovered. The Ordinary List comprises forty-three special jury, sixty-one common jury and 343 non-jury actions. Corresponding figures last year were twelve, fifteen and sixty-eight respectively. Commercial cases have increased by four, actions set down for hearing under Ord. XIV by five. The total for the Divisional Court this term is fifty-seven. There are seventeen appeals in the Crown Paper, three in the Civil Paper, twenty-seven in the Revenue Paper and three in the Special Paper. There are also four appeals under the Housing Acts, 1925 and 1930, one appeal under the Public Works Facilities Act, 1930, and two motions for judgment. In the Probate, Divorce and Admiralty Division there are ten Admiralty actions, an increase of three over the figure for the corresponding term last year, and 1,512 divorce causes. Of the latter 46 are special jury, 415 are defended and 1,051 undefended causes. Last year there were 9 special jury, 52 common jury, 405 defended and 631 undefended cases.

Central Criminal Court: May Session.

ONE charge of murder, one of murder and attempting to commit suicide, two of attempted murder, one of manslaughter, and four of wounding or causing grievous bodily harm, figure in the list for the May Session of the Central Criminal Court, which opened on Tuesday. The calendar also includes a charge of robbery while armed, one each of robbery with violence, conspiracy to defraud, perjury, and fraudulent conversion, two of demanding money with menaces, six of stealing, seven of bigamy, and nine of burglary or housebreaking. At the beginning of the week there was the comparatively small total of fifty-nine persons awaiting trial or sentence.

Police Commissioner's Report.

AMONG matters to which attention is drawn by the Commissioner of Police of the Metropolis in the course of his recently issued report for 1936 (H.M. Stationery Office, price 1s. 3d. net), is the increase in the number of thefts from buildings where there are a number of offices and it is urged that arrangements should be made for a caretaker or a member of the staff of one of the occupying firms to search for possible intruders at the end of the day's work. In regard to the increasing number of young persons under seventeen arrested for crime, the Commissioner suggests that it is possible to exaggerate the importance of juvenile law-breaking and attributes a great deal of it to mischief or adventure hunting rather than criminal intent in the ordinary sense. Last year, as in 1934 and 1935, the worst age of juvenile delinquency was thirteen. Bicycle stealing appears to be a crime having a special attraction for boys, some 58 per cent. of the persons arrested for this offence being under seventeen. The Commissioner records, with a further slight increase in the number of "bottle parties," a reduction of the number of doubtful clubs in the West End, as a result of steady police supervision. A prominent place is accorded in the report to problems associated with road traffic, and it is observed that while prosecution must be continued to be employed, the time and energies of the police might be more profitably employed if they concentrated rather more on dealing with offenders by means of caution and advice. The mechanically-propelled vehicle, as a factor in the life of the police and the public, is treated at some length in the report. "Since the time of Sir ROBERT PEEL's reforms," the Commissioner writes, "no single change has had more effect on the work of the police and their relations with the public than the introduction of the motor car and the consequent revolution in the methods of transport. The protection of life and limb and the preservation of the peace for the citizen bent on his lawful occasions remain the primary purposes of all police activities, but the point of emphasis has shifted. The danger to property remains, though greatly lessened, and the peace is not often seriously disturbed, but human life is in much greater danger on the roads to-day than it ever was even in the hey-day of the highwayman, and the footpad." It is only natural and right, therefore, the Commissioner observes, that police attention should be concentrated more and more on the problem of reducing traffic accidents, and he makes no apology for dealing with the subject in some detail.

Road Accidents in London.

IN regard to road accidents, the regulation of traffic and the like, the Commissioner intimates that the only matter falling entirely within the purview of police activity is the enforcement of the law, but in the case of traffic, as in crime, their primary duty is to prevent offences with the ultimate aim of preventing accidents. Interesting observations are made in the report with regard to the layout of streets and the thirty-mile-an-hour speed limit. As to the former, the Commissioner appreciates that a more modern lay-out of streets might mitigate the difficulties of the traffic problem but draws attention to the fact that slow movement of traffic undoubtedly decreases fatalities and lowers the total accident rate, the small number of fatalities in the congested area in the City being adverted to in this connection. Moreover, progress in this direction is bound to be slow and for years to come London will have to be dealt with as it is and fast-moving traffic accommodated to a city planned for horses. The speed limit in built-up areas is mentioned as an outstanding example of a successful measure in regard to the traffic problem—the real crux of which, in the Commissioner's view, is the reduction of the appalling casualty list. This measure has, it is said, undoubtedly reduced the severity of accidents, and to a smaller extent reduced their number, but the reduction of accidents is mainly in the hands of the road users themselves, and without their willing and intelligent support there is thought to be little hope of any large-scale improvement. Moreover, the returns for 1936 show that, though the encouraging decrease in fatalities which took place in 1935 was maintained, the number of cases involving injury has been steadily mounting, in spite of the efforts made in engineering, enforcement of the law, and education.

The Standing Vehicle.

The problem of the standing vehicle is also alluded to. This, indeed, is regarded as a more difficult problem than that of speed by the Commissioner, who observes that the streets of London were not laid out for parking, yet a census recently taken in one West End division on a Saturday night disclosed over 1,200 cars standing unattended in the streets, not in authorised car parks. The report contains an instructive analysis of 35,851 road accidents involving death or injury during the period from April to November last year. This discloses the significant fact—if the causes of the accidents are rightly attributed—that pedestrians were to blame in some 83 per cent. of the accidents in which they and moving vehicles were concerned. Moreover, in collisions between two moving vehicles the drivers or riders of one of them were considered blameworthy in some 92 per cent. of the cases,

while a similar responsibility is attached to cyclists in 58 per cent. of the cases in which they were injured. The pedestrian-moving vehicle accident was the most common of those analysed, followed closely by the "two moving vehicle" class. These account for 12,588 and 11,073 respectively of the above-mentioned total. Accidents not involving collision number 4,779 and the rest 7,411. These figures give a good idea of the relative likelihood of various kinds of accident. Considerations of space preclude further reference to this very interesting and informative report, which, as already indicated, is obtainable at H.M. Stationery Office.

Motoring Offences: Punishment.

We have on several occasions alluded to the question of the enforcement of the law in regard to motoring offences and discussed the position in relation to the problem of road safety. *The Daily Telegraph* recently reported certain words of Mr. Basil Watson, K.C., prompted by the increasing number of speed summonses at the North London Police Court. "Some months ago," the learned magistrate said, "I asked motorists to drive carefully in this district which can be very dangerous for traffic, and they acceded to my request. Speed summonses went down to about three or fewer a day. To-day there are 15 and they seem to be increasing in number. If this does not stop I shall double the fines, and if that does not produce any result I shall treble them." Without overstepping the limits of legitimate comment it may be suggested that a rigorous enforcement of the law throughout the country, such as is envisaged by the above-quoted words, is calculated to be of real value towards the solution of the problems associated with road safety.

Abortion and the Law.

In view of the important legal principles involved in the subject it may not be out of place to record in these columns the reply given by the Minister of Health in the House of Commons on Monday to a question asked by Mrs. Tate concerning the Inter-departmental Committee on Abortion. The terms of reference, it was said, were: "To inquire into the prevalence of abortion, and the present law relating thereto, and to consider what steps can be taken by more effective enforcement of the law or otherwise to secure the reduction of maternal mortality and morbidity arising from this cause." After giving the names of the members of the Committee of which Mr. Norman Birkett, K.C., is the chairman, Sir Kingsley Wood stated that communications relating to the work of the Committee should be addressed to the Secretary, Committee on Abortion, Ministry of Health, Whitehall, S.W.1.

Rules and Orders (Draft): Tithe Redemption Annuities.

Notice, dated 7th May, 1937, has been given under the Rules Publication Act, 1893, of a proposal by the Lords Commissioners of the Treasury after the expiration of at least forty days from the date aforesaid, under powers conferred by s. 15 (1) of the Tithe Act, 1936, to make the Redemption Annuities (Extinguishment and Reduction) Rules, 1937. The rules prescribe the amount of the consideration money to be paid for the redemption of an annuity, the procedure for the redemption of an annuity and for the reduction under the above-named section of the amount of an annuity in payment by the owners of land in respect of which an annuity is charged of a capital sum of not less than £25. The rules provide for the ascertainment of the sum due on redemption with reference to the sums which would have been payable in respect of the instalments of the annuity, due regard being paid to appropriate remissions under s. 14 of the Act, and for the reduction of the amount by 3 per cent. in respect of the cost of collection; prescribe the procedure where the appropriate authority requires two or more annuities charged in respect of land of the same owner to be redeemed together, or where an owner of land in respect of which two or more annuities are charged applies to have notified to him the amount of consideration money required for the redemption of any two or more of those annuities; and contain directions to be followed where the appropriate authority provides for the payment of the consideration money by instalments. The rules also provide that an applicant shall furnish the appropriate authority with such particulars in regard to the land and the annuity as the authority may require and for due notification to the applicant for the amount of the consideration money, the date with reference to which the determination of the amount has been made, and the date upon which payment must be made to effect redemption. Finally, the rules give directions for determining the amount by which an annuity shall be reduced by the payment of a capital sum of not less than £25 and prescribe the appropriate procedure in such cases. Copies of the draft rules are obtainable from H.M. Stationery Office, price 1d. net. The aforesaid notice intimates that any representations or suggestions in connection with the draft rules should be sent in writing to the Secretary, His Majesty's Treasury, Whitehall, London, S.W.1. Rules made under s. 15 are required to be laid before each House of Parliament as soon as may be after they are made, and if either House, within the next subsequent twenty-eight days on which that House has sat after such rules are laid before it, resolves that the rules shall be annulled, they shall be void (*ibid.* sub-s. (11)).

A Rent Restriction Point.

In the course of an answer in our "Points in Practice" columns, appearing on p. 416 of our last issue, it was intimated that where a landlord was in actual occupation of a Class C house immediately before the passing of the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933, the house remained de-controlled and would not become re-controlled if subsequently let. It was also stated that there was no reported case on the question submitted. Since the foregoing reply was penned the decision of the Court of Appeal in *Brooks* v. *Brimecombe* (1937), 83 L.J.N. 344, which confirms the view expressed in our reply, has been given. In this case the owner of a house subject to the Rent and Mortgage Interest Restrictions Acts was in occupation prior to the passing of the Act of 1933, having bought it with vacant possession in 1932. After the Act of 1933 he let on the footing that it was no longer a controlled house. The Court of Appeal, reversing the decision of a county court judge, held that the landlord's contention was well-founded. Slesser, L.J., referred to the definition of "dwelling-house" in s. 16 of the Act of 1933, and intimated that as the house was not let as a separate dwelling when that Act came into force it was not within the class dealt with by s. 2. Moreover, the landlord had acquired a privilege, which, no doubt, he was possessed of at common law, of letting his house at such rent as he thought fit, and it would be a right approach to the problem to say that the court was required by the Interpretation Act—if not by the common law, on the principle that no one can have his right taken away without compensation—to start with the presumption that the appellant, having restored his common law right to dispose of the property, unless there was clear language to the contrary, was still left free, and the Act of 1933 had not a retrospective operation. The learned Lord Justice came to the conclusion that the language here was not sufficiently strong to override the general assumptions which arose under the Interpretation Act and under the common law, and that the 1933 Act had not got a retrospective operation. We desire to express our indebtedness to our contemporary for the opportunity afforded by the report of this case to amplify our former note on the point, which is one of considerable importance to practitioners concerned with the complicated provisions of the Rent Restrictions Acts. A report of this case appears on p. 435 of the present issue.

Alternative Pleas in the Divorce Court.

ALTERNATIVE allegations and alternative claims for relief are common in the other divisions of the High Court, but in the Divorce Court they are so rare as often to be said to be without precedent, and it is sometimes thought that they are not permissible in that Division. This view, however, needs considerable qualification.

There is nothing in the Matrimonial Causes Rules, 1924, in themselves that prohibits alternative pleas. And r. 97 provides that "in any matter of practice or procedure which is not governed by statute or dealt with by these Rules, the Rules of the Supreme Court in respect of like matters shall be deemed to apply." Order 20, r. 6, of the rules of the Supreme Court, provides that "every statement of claim shall state specifically the relief which the Plaintiff claims, either simply or in the alternative." This rule might arguably, as a matter of construction upon the words alone, be said to countenance alternative claims for relief based on the same allegation of facts. But all practitioners are familiar with alternative, and often mutually exclusive, allegations of fact in Statements of Claim, and the practice in this respect is too well established to be questioned, and it can, therefore, be said that under the Rules of the Supreme Court, not only are alternative claims for relief expressly permitted, but alternative allegations of fact are the well established practice.

The practice, however, is not established in the Divorce Court. A difficulty arises owing to the fact that by r. 3 (a) of the Matrimonial Causes Rules, every petition is required to be accompanied by a verifying affidavit. A petitioner cannot, in the nature of things, properly depose to the truth of mutually inconsistent facts. But if the facts are not mutually inconsistent there is no reason in principle why alternative allegations of fact should not be put forward, nor why alternative relief should not be claimed, and there is authority for this proposition, although, the cases not being reported, few people are aware of their existence.

In 1932, the case of *Thomas* (*otherwise Harper*), *M. E.* v. *Thomas*, *R.* (Nottingham District Registry, 1932, D. No. 23) came before the District Registrar. It was a Poor Person's case in which the petitioner, on the advice of counsel, prayed for an alternative decree of nullity and of dissolution. These alternative prayers were, naturally, based upon alternative allegations of fact, and there was no necessary inconsistency in alleging (and verifying by affidavit) certain facts in support of the allegation that the respondent was impotent, and at the same time alleging other facts (also verified by affidavit) in support of the allegation that the respondent had had connection with some other woman, for the respondent might well have been impotent only *quoad* the petitioner.

The District Registrar could not see his way to accept the petition without first communicating with the Senior Registrar in London. The Senior Registrar advised that it was necessary to apply on summons to the judge for leave to file the petition in that particular form. On application being made to Mr. Justice Bateson, leave was then given. It will be observed that the application to the judge was not, strictly speaking, by way of appeal, no formal application having been made before, and refused by, the registrar.

On 3rd May, 1937, the case of *Shilvock* (*otherwise Hunt*), *P. E.* v. *Shilvock*, *W. H.* came before Mr. Justice Langton, on appeal from the registrar in London. In that case the petitioner alleged that, from certain facts, the inference should be drawn that her husband was physiologically incapable, alternatively, that the same facts constituted conduct in the husband amounting in law to cruelty, and she prayed in the alternative for a decree of nullity or for a judicial separation. The registrar, upon formal application, refused to file the petition. Upon appeal, Mr. Justice Langton admitted the petition in this form, pointing out that there was no necessary inconsistency, and that there was neither reason nor authority which would in a proper case prevent alternative prayers for relief.

It will, therefore, be seen that there are now two decisions in favour of alternative pleas, but the practice will probably not be lightly extended, and in most cases where justice and convenience demand that alternative pleas should be allowed it will probably be necessary to get leave from the judge.

Costs.

OBJECTIONS TO TAXATION—(*continued from p.* 329).

WE dealt in our last article with the provisions of Ord. 65, sub-r. 27 (39) relating to the steps to be taken where one of the parties to a taxation objects to the taxing master's allowances. It will be remembered that in such a case the objecting party must serve on the opposite party a notice of objection, and must lodge a copy of such notice of objection with the taxing master who dealt with the bill of costs.

The notice of objection must, as we observed, state with precision the items to which objection is taken and the grounds of and the reasons for such objections. There is no prescribed form that the notice is to take, but it will usually be found convenient to set out the objections and the reasons in columnar form on brief paper. The sheet will be headed with the full title of the action or matter, and will then state briefly that objection is taken by the plaintiff, or the defendant, as the case may be, to the taxation by Master Blank of the defendant's (or the plaintiff's) bill of costs taxed under the judgment (or order) dated the blank day of blank 193—. The notice will then continue by stating that the plaintiff, or defendant, objects to the allowance or disallowance of the items set out thereunder.

The paper may then conveniently be divided into columns of appropriate dimensions headed, for example, Number of Objection, Page of Bill, Number of Item, Reason for Objection, and Taxing Master's Answers. These columns, except the last one on the right-hand side, will be completed by the solicitor objecting, somewhat after the following manner, assuming that the party in this instance is objecting to the allowances in his own bill as being insufficient :—

Objection 1, Page 3, Item 4, Reason for Objection : This is a proper charge, having regard to the decision in the case of "*The Soto*" [1893] P. 73.

Objection 2, Page 4, Item 5, Reason for Objection : This item should be allowed in accordance with No. 90 of Appendix N, as being in the nature of a pleading.

Objection 3, Page 6, Item 2, Reason for Objection : This item should be allowed under Ord. 65, r. 27 (29) as being an expense necessarily incurred for the attainment of justice, and reference is made to *Gilson* v. *Bennett* [1920].

The notice of objection is completed by the insertion of the date, and it should be signed by the solicitor serving it and should be addressed to the solicitor for the opposite party or parties.

As we have previously stated, a copy of the notice of objection should be lodged with the taxing master who dealt with the bill, with an application to review. In accordance with Ord. 65, r. 27 (40), the taxing master will then consider the objections and, if he thinks fit, will hear the parties afresh, after which he will either confirm his previous allowances or will grant such fresh allowances as he, in his discretion, may think fit, having regard to the grounds and the reasons expressed in the notice.

If one of the parties is still dissatisfied with the taxing master's allowance of a particular item, as stated in the certificate or allocatur issued by him, and in respect of which an objection has been taken, he may apply to the court to review the taxation. This is done by way of summons, and it should

be noticed particularly that no application will be entertained in respect of any item to which objection had not previously been taken in the manner prescribed by sub-r. 39. When once the taxing master's certificate or allocatur has been issued then it is final and conclusive in respect of items to which no objection has been taken.

The effect of this rule is important, for it will be noticed that it does not place the remedy only in the hands of the party who originally objected. If A's bill of costs has been taxed, and A objects to the disallowance of an item and gives proper notice of objection thereof and, on reviewing the matter, the taxing master increases the allowance, then there appears to be nothing in the rule to prevent the opposite party B from taking out a summons to have the taxation of that item reviewed, notwithstanding that the original objection was A's. B cannot, however, have any item in the bill dealt with on the hearing of the summons to review other than items which formed the subject of a notice of objection, either by A or B, in accordance with sub-r. 39.

The judge, if satisfied that the taxing master's allowances are inappropriate in the circumstances, may make such order on the application as he may think fit. This may, and frequently does, involve an order to the taxing master to re-tax the bill, with a direction as to the principle upon which he should proceed. Where this is the result of the application to review, then it will still leave the taxing master with discretion as to the amount to be allowed, provided he exercises that discretion on the principles laid down by the court. When once there has been a review and the taxing master is directed to re-tax on a principle laid down by the court, and has, in fact, made an allowance on that principle, there can be no further review, and the taxing master's decision becomes final and conclusive: see *The Ibis VI* (*No.* 2) [1922] P. 4.

The court will rarely interfere in mere matters of *quantum*: ". . . the taxing master is the person whose duty it is to decide questions of *quantum*, and it is not right for the judge to interfere in such a matter." *Ogilvie* v. *Massey* [1910] P. 243. It would, however, be inaccurate to suggest that the court will never interfere on a question of *quantum*: see *Smith* v. *Buller* (1875), L.R. 19 Ex. 473.

Company Law and Practice.

The Forfeiture of Shares.

I DEALT a short time ago with the subject of the surrender of shares, and it seems natural and indeed almost inevitable that I should take an early opportunity of reviewing the law regarding forfeiture of shares. In fact, the cases on surrender lead straight to the cases on forfeiture, for, as I pointed out in my former article, the one occasion on which a surrender is indubitably valid is that which justifies a forfeiture, surrender being then regarded as merely a short cut to forfeiture. Fortunately, the law concerning forfeiture is not in the somewhat uncertain state of the law concerning surrender and at the outset of our inquiry we find that forfeiture is recognised by the Companies Act, 1929. Section 108, which imposes on every company having a share capital the obligation to make an annual return, includes among the items to be set out in the return "the total number of shares forfeited." Table A also deals with forfeiture, and articles 23 to 29 contain provisions which in this or a similar form appear among the regulations of nearly all companies having a share capital. These articles give the directors power to forfeit shares on which calls have not been punctually paid. The directors serve a notice on the shareholder in default (it is wise to include also "the person entitled to the shares by transmission"), giving him at least fourteen days in which to make good his default, and if at the end of the period given by the notice the call still remains unpaid the shares may thereafter be forfeited by a resolution of the directors. Here again an addition to the statutory form is sometimes made providing that forfeiture of a share involves forfeiture of all dividends not actually paid in respect thereof, even though they have been declared. The forfeited shares are then in the hands of the directors who may sell or otherwise dispose of them as they think fit, but the ex-holder is not relieved of his liability until such time as the company have received payment in full of the nominal amount of the shares. He ceases, of course, to be a member of the company in respect of the shares forfeited. Sometimes a clause is to be found in an old set of articles which provides that on the happening of a certain event a member's shares shall become forfeited. The effect of such an article is the same as the effect of the more modern form which provides that the shares shall become liable to forfeiture, for it was held in *Moore* v. *Rawlins*, 6 C.B. (N.S.) 289, that on the happening of the event the shares are not *ipso facto* forfeited but remain the property of the holder unless the directors choose to forfeit them.

A power of forfeiture does not exist unless it is expressly conferred by the articles, or—in other words—the only right to forfeit which directors may have is a contractual one. The articles can only confer a power to forfeit for non-payment of amounts due on the shares and a power to forfeit for any debts due to the company, other than calls, is invalid: *Hopkinson* v. *Mortimer and Co.* [1917] 1 Ch. 646; see also *Hope* v. *International Financial Society*, 4 Ch. D. 327, where it was held that an article which purported to authorise the directors to forfeit the shares of any shareholder who sued the company or the directors was invalid; *Gower's Case*, 6 Eq. 77, where it was held that the forfeiture of shares which the holder alleged he was entitled to repudiate was invalid; and *Buckley*, 693, for a fuller discussion of this aspect of the subject. It will be seen, therefore, that the power of forfeiture is strictly circumscribed and moreover, any exercise of the power must conform exactly to the provisions contained in the articles. The effect of a forfeiture is serious since it involves the withdrawal from the shareholder of all his rights *qua* shareholder and the courts have always insisted that even a slight irregularity in the process of enforcing such a severe penalty is sufficient to invalidate the whole proceeding; see for instance, *Clarke* v. *Hart*, 6 H.L.C. 1, 633; *Garden Gully Company* v. *McLister*, 1 A.C. 39, 55. The power is one which is vested in the directors to be used for the benefit of the company, and they may not properly exercise it except *bona fide* in the interests of the company. They may not, for instance, forfeit a share with the object and intent of relieving the shareholder from his liability, for such a proceeding is obviously neither beneficial to the company nor is it one for which the power is conferred. Whether the shareholder knows or is ignorant of the improper attempt to benefit him is immaterial, see *Manisty's Case*, 17 SOL. J. 745. This restriction does not, however, exclude an arrangement between the directors and a shareholder whereby the latter agrees to surrender his shares to the company, provided that there already exist good grounds for a forfeiture of those shares; see *Trevor* v. *Whitworth*, 12 A.C. 417, at 429, 438.

Although the directors have, as we have seen, no power to declare a forfeiture save pursuant to the company's articles, yet there may be cases where a forfeiture which is unauthorised by the articles may be made valid by the acquiescence of all the members of the company. This can, of course, only happen if the forfeiture is not illegal in any other way by reason of any statute. To show acquiescence it is necessary to prove that every member had the opportunity and means of discovering the full facts of the case, and that in fact those who did inquire into them had the requisite knowledge: *Brotherhood's Case*, 31 L.J. Ch. 861; *Evans* v. *Smallcombe*, 3 H.L. 249. It is perhaps a little

inaccurate to say that acquiescence can make valid a forfeiture which was originally invalid, and the true effect is best described by saying that acquiescence operates to prevent that which was invalidly done from being set aside. For, strictly speaking, no lapse of time can validate a forfeiture which was originally *ultra vires*. This is shown by a number of cases which must be carefully distinguished from those dealing with acquiescence: see, for instance, the leading case of *Spackman* v. *Evans*, 3 H.L. 171, at 263; *Bellerby* v. *Rowland and Marwood's Steamship Company Limited* [1902] 2 Ch. 14. This latter case is a good illustration as the application of the rule there produced a result which was rather curious inasmuch as persons who had wrongfully surrendered shares were substantially benefited. I referred to the case in my recent article on the surrender of shares, and for our present purposes it is only necessary to recall that a surrender of shares had been made which was illegal and null and void. This purported surrender had taken place some seven years before the inception of the proceedings with which the report of the case is concerned and in the meantime the shares had not been re-issued or otherwise dealt with by the company. They had, however, considerably increased in value as an initial set-back had been followed by a period of very successful trading, and the surrenderors (who were directors of the company) were anxious, if possible, to resume possession of them. Kekewich, J., having held that the surrender was bad, nevertheless refused to restore the names of the surrenderors to the register of members. On this point his decision was reversed by the Court of Appeal Cozens-Hardy, L.J. (at p. 32) says this: "If the plaintiffs [i.e., the directors] are, as I hold they are, still shareholders, it seems to me that their names ought to be upon the register so as to give them the full status and advantage of shareholders, unless something has happened to deprive them of that right . . . The only suggestion that can be made is that, as the plaintiffs themselves removed their names and surrendered the shares, it is not right or just that the court should help them. If, however, the transaction, though honest, was illegal and void, and if no Statute of Limitations applies, I fail to see what answer can be made to the plaintiffs' claim." The case was, however, one in which the court saw fit to give no costs.

What is the position of a shareholder to whom shares have been issued which have already been forfeited? We have seen that the articles commonly give the directors power to re-issue such shares and they may be re-issued credited with so much paid up as the original holder had actually paid. The new holder then becomes liable for the rest of the nominal value, including the sums for non-payment of which the shares were forfeited. The new holder may, however, obtain relief if the company's articles include a provision whereby the old holder remains under an obligation to pay to the company all sums owing by him on the shares at the date of the forfeiture: *cf.* article 27 of Table A. If the company then proceeds to recover anything from the old holder under such an article, the new holder is entitled to be proportionately relieved, for the company would otherwise be in a position to exact more than the nominal value of the share in respect of each share forfeited and re-issued.

Mr. John Alexander Simpson, solicitor, of Nottingham, left £38,481, with net personalty £32,155. He left £1,000 to Nottingham General Hospital; £1,000 to Hospital for Women, Nottingham; £1,000 to Nottingham Boy Scouts Association, and £200 to the Nottinghamshire Boy Scouts Association; £1,000 for providing headquarters for the Boy Scouts and Girl Guides Association; £100 to the Nottingham Gordon Boys Home; £100 to the Nottingham Incorporated Law Society; and after other bequests the residue of the property to the churchwardens of St. Mary the Virgin, Nottingham.

A Conveyancer's Diary.

Agreement to purchase Lease "Subject to Approval of Purchaser's Solicitor."

THE recent case of *Carey and Another* v. *Leith* (1937), 81 SOL. J. 357, is of much interest to the profession and of some importance, as it concerns quite a common form of words used in many contracts, especially, perhaps, in agreements informally entered into by correspondence.

The facts were that the executors of a lessee entered into a contract in writing for sale of the lease. By the agreement the vendors undertook to furnish a proper title. The purchaser was not to inquire into the title of the lessor or require the production of any evidence of title prior to the lease. The agreement was conditional upon the consent of the lessor being obtained to the assignment. The contract was also stated to be subject "to the purchaser's solicitors approving the lease."

The purchasers' solicitors having inspected the lease, wrote to the vendors or their solicitors stating that they were unable to approve the lease and that their client would not proceed further in the matter. In later correspondence the purchaser's solicitors specified certain covenants in the lease of which they disapproved.

The vendors thereupon commenced an action for specific performance.

For the plaintiffs it was contended that the disapproval by the purchaser's solicitors was unreasonable and that if acting reasonably the lease would have been and should have been approved.

The question of interest, of course, was whether the defendant was under any obligation to show that his solicitors had good reason for declining to approve the lease, and incidentally whether the solicitors' evidence was required in order to show that they had acted reasonably.

There have been several cases on the subject. In *Hudson* v. *Buck* (1877), 7 Ch. D. 683, there was a contract for the purchase of a lease which stated that it was made "subject to the approval of the title by the purchaser's solicitor." The purchaser's solicitors having examined the title, raised certain objections which were not met until after the vendor had commenced an action for specific performance.

Fry, J., in considering the meaning of the words "subject to the approval of the purchaser's solicitor," said "it is contended on behalf of the plaintiff that they are merely the expression of what the law would imply if they had not been inserted. What then does the law imply in the case of a contract for the sale of leaseholds? It implies that the vendor shall make a good title to the property. Is that the same thing as a stipulation that the contract shall be subject to the approval of the title by the purchaser's solicitor? It appears to me that it is not." His lordship then pointed out that in the event of any disagreement as to the title, the matter would have to go to the court, and perhaps to the Court of Appeal and the House of Lords, and he said that it was not unreasonable that in order to avoid the possibility of the delay and expense of such litigation the purchaser "should intend to stipulate that the opinion of a particular person, his own solicitor, should be conclusive." His lordship proceeded to say: "It is not necessary to decide that the absence of approval by the purchaser's solicitor would be conclusive. . . if the solicitor whom he appointed had insisted upon utterly unreasonable objections to the title. Possibly in such cases the purchaser would not be able to enforce the condition." Then the learned judge said that "it was necessary to consider whether the objections taken to the title were unreasonable" and having examined the objections, his lordship concluded that they were quite reasonable objections.

In view of what was said by Farwell, J., in *Carey* v. *Leith*, it is important to note that Fry, J., thought it necessary to

consider what the objections to the title were and to decide whether they were reasonable or not.

In *Hussey* v. *Horne-Payne* (1878), 8 Ch. D. 670, where there was a similar expression in a contract, Jessel, M.R., on this point said that he agreed with the observations of Fry, J., in *Hudson* v. *Buck*. Cotton, L.J., however, went somewhat further. After stating that the judge, subject to the right of appeal, was the person to decide whether a good title had been made, continued "that is what the law provides independently of stipulation, but this stipulation would make the solicitor, provided he acted reasonably and *bona fide*, the sole and absolute judge as to whether there was or was not a good title. If he acted reasonably and *bona fide* . . . the court would not inquire whether his objections were well founded in law."

So far, then, it would appear by the authorities, that the court would inquire what the objections of the purchaser's solicitor were, and whether they were reasonably made, but that if made reasonably and *bonâ fide* it would not be necessary for the purchaser to show that they were well founded in law.

In the House of Lords (4 A.C. 311, 322) Lord Cairns, L.C., commenting upon this point, said that it was not necessary to decide the question, but that he doubted whether the opinion of the Court of Appeal in this respect could be maintained. His lordship said that: "It would be simply leaving the purchaser, through the medium of his solicitors, at liberty to say from caprice at any moment, we do not like the title, we do not approve the title, and therefore the agreement goes for nothing . . . I am disposed to look upon the words as meaning nothing more than a guard against it being supposed that the title was to be accepted without investigation, as meaning in fact the title must be investigated and approved in the usual way which would be by the solicitor for the purchaser. Of course, that would be subject to any objection which the solicitor made being submitted to the decision by a proper court, if the objection was not agreed to."

As will be seen, this *dictum* of Lord Cairns has not been followed. It is, perhaps, fortunate that it was a mere *dictum* and, as his lordship said, not necessary to be decided; the appeal being dismissed on other grounds.

In *Curtis Moffat, Ltd.* v. *Wheeler* [1929] 2 Ch. 224, Maugham, J., had to consider the meaning of the expression "subject to our solicitors' approval of the title," appearing in the correspondence set up as forming a contract for sale of a lease.

The learned judge referred to the cases which I have mentioned and, in commenting upon the decision of the Court of Appeal in *Hussey* v. *Horne-Payne*, said: "It is true that when the case came before the House of Lords, Lord Cairns, the Lord Chancellor, expressed a strong doubt whether the opinion of the Court of Appeal in that respect could be maintained, but the appeal was dismissed on a different ground, namely, that the correspondence as a whole amounted merely to negotiation . . . In my view I am clearly bound by the decision of the Court of Appeal until it is overruled."

In that case the solicitor for the purchaser raised the objection that the lease, being sold, contained, in their opinion, objectionable restrictions, but on the facts, his lordship came to the conclusion that the objection had been waived. It seems clear, however, that the learned judge considered that, but for the waiver, the contract could not have been forced upon, the purchaser if his solicitors "acting reasonably and in good faith" had not approved the title. It does not appear, however, whether his lordship would have thought it necessary to consider the nature of the objections to see whether they were reasonable or not.

Now to return to *Carey* v. *Leith*.

Farwell, J., in the course of his judgment, said: "The effect of the condition is that it was the purchaser's solicitors who were to determine whether the lease was one of which they approved. *Prima facie* their disapproval ended the matter. It is said, however, that if they can be shown to have acted unreasonably the contract must be treated on the footing that the condition has been fulfilled." His lordship then referred to the several authorities, to which I have drawn attention and expressed the view that "in those cases 'unreasonable' meant where the solicitors were not acting in good faith or where their reasons for disapproval were patently absurd." Pausing there, it would seem that the learned judge intended to convey that the reasons of the solicitors for disapproval must be examined but his lordship continued: "It is not for the court to hear evidence from the solicitors with regard to the view they took of the matter. The court has to look at the document, and if the disapproval could be *bona fide* and without unreasonable conduct, it is bound to say that the condition has not been fulfilled."

That seems to me to go further than any of the former authorities. The result would appear to be that if the purchaser's solicitors in such a case expressed disapproval of the lease without giving any reason, the court would not ask for the reason but would look at the lease and if there were anything in it to which objection might reasonably be taken (possibly something that had not occurred to the purchaser's solicitors at all) the condition would not be fulfilled.

Landlord and Tenant Notebook.

Pipes and Wires.

THE modern lease or tenancy agreement, particularly if the premises to which it relates are a flat, is bound to say something about the passage of water, gas and electric current to and/or through them, and is likely to say something about payment for the commodities so supplied. Pipes and wires strike the eye even less readily than built-in furniture, and it is important that a tenant should know not only something about his own rights, but also something about those of his landlord and of other tenants.

The law of easements and quasi-easements applies to some of the problems raised. In *Hersey* v. *White* (1893), 9 T.L.R. 335, the tenancy agreement of a third floor flat gave the plaintiff "easements and appurtenances," while the landlords, the defendants in the action, covenanted to pay all rates, etc., except for gas. The plaintiff had, however, no direct dealings with the gas suppliers; gas was supplied to the building through a large meter under contract with the landlords, and distributed by pipes passing through smaller meters in each flat. The parties had thus arranged for measurement, but they had not agreed a price; and when the plaintiff objected to paying 3d. a foot more than the cost to the defendants, the latter cut off the supply. They contended that they had not covenanted to supply him, and this contention was upheld; on the other hand, the plaintiff's argument that the terms of the grant bound them not to interfere with the supply succeeded, and he was granted an injunction and awarded nominal damages.

Substantially the same principle decided one of the points in *Westwood* v. *Heywood* [1921] 2 Ch. 130, though the facts there were very different. For present purposes all that it is necessary to say is that a water pipe led from one of two adjoining farms to another, supplying the latter; both farms belonged to the same person. The second mentioned farm was let on a yearly tenancy in 1908 to one tenant, the other to another tenant three years later; no mention of water rights was made in either tenancy agreement, but it was held that the tenant of farm let in 1908 had then acquired, and had not since lost, the right to receive water through the pipe.

The meaning and effect of an express reservation were in issue in *Taylor* v. *British Legal Life Assurance Co.* (1925),

94 L.J. Ch. 284, C.A., in which the interpretation placed upon the words used by the Court of Appeal, which reversed the decision of at first instance, are of great importance to flat-dwellers. The parcels of the defendants' twenty-one-year lease concluded with "excepting and reserving unto the lessors and the person or persons for the time being occupying the other parts of the said building the passage of gas water and other pipes and electric wires through the demised premises and the free running of water and soil in and through the pipes connecting with the demised premises." When the plaintiff acquired a lease of the floor above as an annexe to her hotel which adjoined the building, and set about converting it into a number of bedrooms and bathrooms, she also set about the conducting of a number of waste pipes, through eight holes cut in her floor and the defendants' ceilings, in the supposed exercise of her or the landlords' rights. It appears that the drainage system adopted was somewhat elaborate, and the object could have been achieved with less disturbance to the defendants; but whether that actually affected the position was dealt with only at first instance, a cross-appeal being left undecided. After the work had gone on for about three months, the defendants got tired of it and asserted themselves by cutting the pipes. The question was, therefore, whether the reservation clause related to existing pipes and wires only, or whether it contemplated future modifications as well. Lawrence, J., decided that the plaintiff was in the right; but the Court of Appeal somewhat shortly came to the conclusion that a proper and reasonable construction to apply was one by which the rights reserved were limited to the existing system.

Disputes as to the liability to pay for gas and water have been keenly fought in the past, and on more than one occasion has a decision been reversed. I think it is right to say that draftsmen have so profited by these events that the covenants one now meets with leave very little room for argument, and I will therefore deal only shortly with the authorities, commencing with that of *Direct Spanish Telegraph Co.* v. *Shepherd* (1884), 13 Q.B.D. 202, which has since been first doubted and then approved. The facts were that a lessor had covenanted to pay "all rates and taxes payable in respect of the demised premises," which were a ground floor shop, a basement and three third-floor rooms in a building. The question was whether this made him liable for water rate. The lease was made in 1883, and the water rate demanded was so demanded by virtue of the General Waterworks Clauses Act, 1847. The interpretation section of that enactment defines water rate as any rent, reward or payment for a supply (s. 3), which is to be paid to the undertakers by the recipient of the supply (s. 68), and the amount of the rate is made to depend on the annual value of the premises. On this ground the point was decided in favour of the tenant-covenantee. But four years later, in *Badcock* v. *Hunt* (1888), 22 Q.B.D. 145, C.A., the lessor of a warehouse who had covenanted to pay all rates, taxes and impositions, parliamentary or parochial, or imposed by the Corporation of the City of London or otherwise howsoever, which might be rated, charged or assessed on the premises, rent, landlord or tenant, was held not to be liable for water rate demanded under the same enactment; the reason being that this covenant used the word "imposed," not "payable," and the surrounding words also indicated an intention that where liability was voluntary—in the sense that the tenant need not have the water laid on—the covenant was not to apply. It was in the course of this case that some judicial doubt was expressed as to the correctness of *Direct Spanish Telegraph Co.* v. *Shepherd*; very cautiously, it is true, but perhaps unfortunately, for it may have engendered false hopes in the breasts of the covenantors in *Bourne & Tant* v. *Salmon & Gluckstein*, to which I shall presently refer. Before then, however, a further distinction was drawn by *Re Floyd; Floyd* v. *J. Lyons & Co.* [1897] 1 Ch. 633, C.A., when the issue was whether £30 "trade charge" out of a total water rate of £47 8s. was payable by a landlord who had undertaken to pay all rates, taxes and assessments, *water rate* and other outgoings, except the gas and electric light, imposed or assessed upon the premises. This again involved an examination of the provisions of the Waterworks Clauses Act, and on the ground that the trade supply, unlike the domestic supply, is one the price of which is determined by a bargain between the undertakers and the consumers, and that the landlord was in fact no party to the bargain, this point was decided (on appeal) in his favour. In *Bourne & Tant* v. *Salmon & Gluckstein* [1907] 1 Ch. 616, C.A., landlords, themselves entitled to the benefit of a covenant with superior lessors, had covenanted to procure to be paid all rates and taxes *payable in respect of* the demised premises, a shop. The facts were thus to all intents and purposes similar to those of *Direct Spanish Telegraph Co.* v. *Shepherd*, by which the judge at first instance held himself bound, and which the Court of Appeal now followed. Liability may thus depend on whether water is taken and paid for as domestic supply, and on whether the words of the covenant show an intention to shoulder the responsibility for outgoings the amount of which depends upon rateable value whether these can be avoided or not.

Our County Court Letter.

LIABILITY ON PROMISSORY NOTE.

In a recent case at Nottingham County Court (*Roberts* v. *Davis*) the claim was for £50 due on a promissory note. The plaintiff was a joiner, and he had supplied goods to the defendant's husband, a builder. In September, 1936, the name of the husband had been painted out, on the cabin in which he kept his materials, and the defendant's maiden name was substituted. The plaintiff therefore pressed for payment, and, on the 15th December, the defendant and her husband signed a document (by way of guarantee) promising to pay the £50 on or about the 31st December. The promissory note was not admitted by the defendant, who further contended that it was given without consideration. Her case was that, having borrowed money from a building society, she then contracted with her husband to build eight houses for £1,950. Only four houses had been finished, however, and the husband had not been paid in full. His Honour Judge Hildyard, K.C., gave judgment for the plaintiff. An application was made for three months in which to pay, but it was pointed out (for the plaintiff) that the husband had gone bankrupt, but the defendant still had property. The amount was ordered to be paid in three instalments.

INTERPRETATION OF HIRE-PURCHASE AGREEMENTS.

In *King's Motors (Oxford) Ltd.* v. *Davies*, recently heard at Leominster County Court, the claim was for £15 9s. 3d. due under a hire-purchase agreement, and the counter-claim was for a like amount, being the value of a motor cycle in the plaintiffs' possession. The plaintiffs' case was that they had sold a motor-cycle to the defendant on a hire-purchase agreement, on which there was 6s. outstanding. The machine, however, had been practically destroyed in an accident, and was returned by the defendant in January, 1937. The repairs cost £15 3s. 3d., for which the defendant was liable, in addition to the balance of the price. The defendant contended that the machine was his, but, if the plaintiffs could sell it for £7, he would pay the balance in due course. By consent, His Honour Judge Roope Reeve, K.C., gave judgment for the plaintiffs for £5 9s. 3d. and costs, payable at 1s. a month. The plaintiffs abandoned £10, on the defendant disclaiming any right to the return of the motor-cycle, and no order was made on the counter-claim.

INVALID DEBENTURE.

In a recent case at Leeds County Court (*In re East Park Motor Service Station Ltd.; Cluderay and Another* v. *Malone and Others*) the liquidators applied for a declaration that two debentures of £100 each, issued to two respondent directors, were invalid or were a fraudulent preference. A third respondent was the receiver appointed by a debenture-holder. The case for the applicants was that the first respondent purported to lend £200 to the company, from money which he contended he had saved, over a period of years, and had kept in his house. The company, although insolvent, had bought large quantities of goods, and there was a deficiency, as regards creditors, of £2,509. It was alleged that there had been a conspiracy to defraud the creditors. His Honour Judge Stewart was not satisfied that there had been any consideration for the issue of the debentures, and made a declaration as asked.

NUISANCE FROM FUMES.

In the recent case of *Allsopp* v. *Nostell Colliery Co. Ltd.*, at Pontefract County Court, the claim was for £94 17s. 6d. in respect of damage to crops. The plaintiff was a farmer, and his case was that his wheat and oat crops had been damaged by fumes from the defendants' dirt stack or refuse heap, and by flooding caused by the encroachment of stones, etc., from the stack. Liability was denied, on the ground that the plaintiff's fields were infested with dodder, and the season in question was generally one of poor crop yields. His Honour Judge Gamon was satisfied that the crops were infested with dodder, and that the defendants were not responsible for the flooding. Nevertheless the crops were partly damaged by fumes and debris encroaching from the dirt stack. Judgment was given for the plaintiff for £64 15s., with costs.

Obituary.

MR. F. E. F. BARHAM.

The late Mr. Francis Edward Foster Barham, whose death was announced in last week's issue, was in his seventy-eighth year. He was articled to Mr. Eustace Barham, of Bridgwater, and was admitted a solicitor in 1883. He had served the last year of his articles with Messrs. Sharpe, Parkers, Pritchard and Sharpe, now Messrs. Sharpe, Pritchard & Co., of New Court, W.C., and Palace Chambers, Westminster, S.W., and he remained with them until 1888, when he entered the Town Clerk's Office, Birmingham. In 1891 he returned to London and became a partner in the firm of Messrs. Sharpe, Pritchard and Co., then known as Messrs. Sharpe, Parker, Pritchards and Barham. He retired from the firm in August, 1936. Mr. Barham was senior director of The Solicitors' Law Stationery Society, Limited, having been elected to the Board in 1920 to fill the vacancy caused by the death of Mr. W. A. Sharpe, of the same firm. He was also a Director of the Solicitors' Benevolent Association. In his younger days he played Rugby Football for Bridgwater and Somerset.

MR. H. LATTEY.

Mr. Henry Lattey, M.A., LL.M., retired solicitor, formerly a partner in the firm of Messrs. Lattey & Hart, of Leadenhall Street, E.C., died in London on Wednesday, 19th May, at the age of eighty. He was educated at St. John's College, Cambridge, and shot and swam for the University for three years, being captain of the Eight in 1878. Mr. Lattey was admitted a solicitor in 1882, and he practised in the City of London for over fifty years. A keen volunteer, he was in the Cambridge Cadet Corps and the London Rifle Brigade until 1908, when he was superannuated. In 1914 he joined the Connaught Rangers, and he helped to form the Bisley School of Musketry.

To-day and Yesterday.

LEGAL CALENDAR.

24 MAY.—On the 24th May, 1689, Mr. Justice Rokeby, just appointed a Justice of the Common Pleas, wrote in his diary: "My thoughts were much at ease this day and several good providences of God were this day exercised towards me which I desire to observe and be thankful for: (1) This was the first day that I ever went into the House of Lords as a judge; (2) I met with many respects from some great Lords who had never spoke to me before . . .; (4) I received a letter from my wife wherein were some things that helped me against some troubled thoughts in reference to concerns of my estate wherein I am too apt (I confess it) to fear loss and want."

25 MAY.—On the 25th May, 1754, Thomas Clarke was appointed Master of the Rolls in succession to Sir John Strange. His rise was one of the most extraordinary in the history of the law, for his father had been a carpenter in the slums of St. Giles's parish, near Holborn, and his mother had kept a pawnshop. It was through the kindly interest of a Dean of Westminster that he had gone to Westminster School and afterwards to Cambridge, while an introduction to Lord Macclesfield had paved the way for his success in the law.

26 MAY.—On the 26th May, 1799, Lord Monboddo, the eccentric Scots judge, died at Edinburgh from the effect of a paralytic stroke.

27 MAY.—When Edward Crane was charged at the Old Bailey with stealing two sheets, his sister refused to give evidence against him and was committed for contempt. Again on the 27th May, 1819, the case came on, and again she refused to speak. Sternly Mr. Justice Bayley admonished her: "Attend to me, woman. You have a much higher duty to perform than you seem to be aware of. You have a duty to your country and to your God to discharge, and if you refuse to take the oath you will neglect that duty." Still she refused to swear away her brother's life, and again she was committed, but her brother was convicted on other evidence.

28 MAY.—With our sanguinary criminal code, a Sessions rarely passed at the Old Bailey in the 18th century without a crop of capital convictions, but the Sessions ending on the 28th May, 1762, proved a maiden one, in the sense that no one was condemned to death, though nine were sentenced to be transported, "three to be whipped and one branded." A gentlewoman had been tried for the supposed murder of her husband, but after a trial lasting nine hours she had been honourably acquitted, the principal witness against her being subsequently convicted of perjury.

29 MAY.—The religious discords of Elizabeth's reign found their way even into the quiet courts of Lincoln's Inn. On the 29th May, 1579, the Benchers resolved that "Mr. Rooper shall on the third day of this next terme gyve his answere peremptorelie, whether he will showe hymselfe and so become in lyfe and convercacion conformable to the trewe relegyon nowe teached and preached or not." On refusal it was decided that he should lose his chamber. The delinquent was a Bencher of several years' standing.

30 MAY.—On the 30th May, 1827, a steam boat figured for the first time in a criminal case, when the engineer of the "Graham," a vessel plying on the East Coast, was tried for the manslaughter of a passenger killed through the bursting of a boiler, to which it was alleged he had not attended properly. The court seemed a good deal puzzled by the technical evidence, and when the accused was found guilty of negligence, Lord Stowell observed that, as the case

was quite a new one and he had been some time in custody, the sentence was that he should enter into his own recognisance in the sum of £500, to come up for judgment if called on.

THE WEEK'S PERSONALITY.

Lord Monboddo was one of the strangest mixtures of law, science and primitive simplicity that it is possible to imagine. In his capacity as an ordinary lord of session, he showed himself a profound lawyer and an upright judge. He refused a seat in the court of justiciary because the additional work would have hindered him from pursuing his favourite studies. In the decisions of the court he was generally in a minority and sometimes alone. Outside legal matters he was equally singular among his contemporaries, and his anthropological theories which had much in them of a primitive Darwinism gave matter for jesting to the wits of the day. In the vacation he used to retire to his small patrimonial estate and live a patriarchial life as a simple farmer among his tenants. He would never raise the rents nor evict a poor man, although his lands did not produce more than £300 a year. On his journeys between London and Edinburgh he always travelled on horseback accompanied by a single servant, and it was not till he was over eighty that he abandoned the practice. Though exceedingly temperate, he delighted much in the convivial society of his friends, and altogether might well stand for the type of the fine old Scottish gentleman.

GOLF PROWESS.

The Bar golf tournament has been fought out and the Admiralty Bench, in the person of Langton, J., has triumphed over the Chancery "silks," in the person of Morton, K.C. The learned judge has a story of two golfers who were contemplating the competition board at Woking, on which was emblazoned his performance in going round the course there in seventy-six. "Mr. Justice Langton," mused one of them, "I believe he's the old blighter with the beard." He was, of course, confusing the dapper and youthful Admiralty judge with the venerable Lord Justice Scrutton, who was also a familiar figure there. In a shipping case, an advocate who knew his favourite pastime, once explained to him that two steamers were about the distance apart of the third hole at Woking. A legal golfing story which was new to me comes from South Africa and concerns two members of the Pretoria Bar. One sliced his ball badly, sending it off at an angle towards some trees beside the fairway. "Heaven help me!" he exclaimed as it flew. Just then it struck a tree and rebounded on to the fairway. "Appeal upheld!" exclaimed his partner.

AGE GOING STRONG.

In days when the suggestion of an age limit for judges is constantly liable to crop up, it is refreshing to observe the vitality with which venerable years constantly discredit it. This time it is the news of the twenty-sixth appearance of a candidate in a law examination in Assam. This ambitious and persevering beginner is seventy years old, and no one will withhold from him good wishes for a successful career. After all, Mr. Baron Lovel was raised to the Bench when he was almost ninety and sat there for five long years; so talent tardily ripened has a chance. Not very long ago, a lady of seventy was called to the English Bar and entered practice, not without some success. Almost the senior student on the roll of Gray's Inn is Hilaire Belloc, but there is now little hope of ever seeing him take the path of the examination room to the glittering prizes of the Woolsack and the Seals. He has been content to create one of the most notable judges in fiction, "Ermyntrude, First (and Last) Viscountess Boole, Lord Chancellor of England," the "squat, alert little woman with grinning eyes and queer fin-like movements of the hands," who heard the appeal in the great case of "Mr. Petre."

Notes of Cases.

Court of Appeal.

Holland *v.* Administrator of German Property.

Lord Wright, M.R., Romer and Scott, L.JJ.
26th February, 1937.

TRUST—NATURALISATION OF BENEFICIARY—BECOMING ALIEN ENEMY—PAYMENT OF INCOME TO HER AFTER WAR TILL DEATH—TRUSTEES AWARE OF NATURALISATION—RIGHTS OF ADMINISTRATOR OF GERMAN PROPERTY AGAINST THEM—TRUSTEE ACT, 1925 (15 Geo. 5, c. 19), s. 61.

Appeal from a decision of Clauson, J. (80 SOL. J. 653).

A British national who died in 1896 gave his wife, by his will, a life interest in his residuary estate which he directed after his death to be held in trust for his four children. One quarter of the trust fund he directed to be held in trust for one of his daughters for her life and after her death, in the events which happened to be held in trust for her children. This daughter, her husband and children, all British nationals, lived in Germany. At the outbreak of war in 1914, the plaintiff, another of the testator's daughters, was one of the trustees. (One of the trustees died in 1915 and the other retired in 1919.) During the war the daughter resident in Germany and her husband and children became naturalised Germans. She had no communication with relatives in England from her mother's death in 1917 till the war ended. In 1919 the son and brother-in-law of the plaintiff were appointed trustees of the will with her. Under the Trading with the Enemy Acts returns were made of the income belonging to the daughter living in Germany. After the war when licences were no longer required to send remittances to British subjects abroad, money was sent to her from time to time, arrangements being made for the paying to her of her income from the trust fund. When she came to England in 1927, her sister and her sister's son first heard of the naturalisation but neither the other trustee nor the trustees' solicitors knew of it till her death in 1934. Up to that time she had received her income under the trust. (Under an agreement with the German Government operating from September, 1929, the British Government consented to release all German-owned property under the control of the Administrator of German Property.) In December, 1934, the Administrator, having been informed of the facts of this case by the solicitors to the trustees, claimed that the plaintiffs should personally pay him the amount of the income paid to the naturalised daughter between the end of the war and September, 1929, and a sum representing a 2 per cent. fee on the income paid to her from the 1st September, 1929, till her death. The plaintiffs having refused, he declined to assent to the release of any funds passing under the testator's will and subject to the provisions of the Treaty of Peace Order, 1919, as amended. In this action the plaintiffs claimed a declaration that the sum alleged was not due from them, and alternatively, that they were entitled to relief under the Trustee Act, 1925, s. 61, and also an injunction restraining the defendant from demanding payment as a condition for releasing the sums held by them in trust. The Administrator counter-claimed for a declaration that the plaintiffs were accountable to him for the whole sum or alternatively, that the trustees, who learned of the naturalisation in 1927, were accountable for so much of the income as was received between that date and September, 1929. Clauson, J., gave judgment for the plaintiffs.

LORD WRIGHT, M.R., dismissing the defendant's appeal, said that apart from the Treaty of Peace Order, 1919, the plaintiffs were bound to fulfil the terms of their trust, and if their liability was to be affected it must be by the clear language of the Order. His lordship considered the terms of the Order and said that if the life interest had become vested

COUNTY COURT CALENDAR FOR JUNE, 1937.

Circuit 1—Northumberland, etc.
His Hon. Judge Thesiger
Alnwick,
Berwick-on-Tweed,
Blyth,
Consett, 18
Gateshead, 1
Hexham,
Jarrow, 14
Morpeth, 7
†*Newcastle-upon-Tyne, 4 (J.S.), 8, 9 (B.), 10, 11 (A.), 16 (R.B.)
North Shields, 16, 17 (B.)
South Shields, 2, 3

Circuit 2—Durham, etc.
His Hon. Judge Richardson
Barnard Castle,
Bishop Auckland, 23
*Durham, 14, 15 (*R.B. every Tuesday*)
Guisborough,
†*Middlesbrough, 2 (J.S.), 9, 11, 24
Seaham Harbour, 21
†*Stockton-on-Tees, 8 (B.), 22
Stokesley (*as business requires*)
†*Sunderland, 16 (B.), 17
†West Hartlepool, 4, 18

Circuit 3—Cumberland, etc.
His Hon. Judge Allsebrook
Alston, 15
Appleby, 26
†*Barrow-in-Furness, 2, 3
Brampton, 24
*Carlisle, 18
Cockermouth,
Haltwhistle,
*Kendal, 23
Keswick, 10 (R.)
Kirkby Lonsdale, 15 (R.)
Millom,
Penrith, 25
Ulverston, 1
†*Whitehaven, 16
Wigton, 19
Windermere, 4
*Workington, 17

Circuit 4—Lancashire.
His Hon. Judge Peel, O.B.E., K.C.
Accrington, 11
†*Blackburn, 2 (R.B.), 3, 7, 14 (J.S.), 17
†*Blackpool, 2, 9, 11 (R.B.), 16 (J.S.)
*Chorley, 10
Clitheroe, 8
Darwen, 18 (R.)
Lancaster, 4
†*Preston, 1, 4 (R.B.), 15, 18 (J.S.)

Circuit 5—Lancashire.
His Hon. Judge Crosthwaite
†*Bolton, 8 (J.S.), 16, 23
Bury, 14, 21 (J.S.)
*Oldham, 10 (J.S.), 17, 24
*Rochdale, 11, 25 (J.S.)
*Salford, 7, 9 (J.S.), 15 (J.S.), 18, 22 (J.S.), 28

Circuit 6—Lancashire.
His Hon. Judge Dowdall, K.C.
His Hon. Judge Procter
†*Liverpool, 2, 3, 4 (B.), 7, 8, 9, 10, 11 (B.), 14, 15, 16, 17, 18 (B.), 21, 22, 24, 25 (B.), 28, 29
St. Helens, 9, 30
Southport, 1, 8, 22
Widnes, 11
*Wigan, 10, 24

Circuit 7—Cheshire, etc.
His Hon. Judge Richards
Altrincham, 9, 30
*Birkenhead, 2 (R.), 9 (R.), 14, 16, 17 (R.), 23 (R.), 24, 25
Chester, 8, 29
*Crewe, 18
Market Drayton,
Nantwich,
*Northwich, 17
Runcorn, 15
Sandbach, 21
*Warrington, 10, 11, 24 (R)

Circuit 8—Lancashire.
His Hon. Judge Leigh
Leigh, 4 (R.), 18
†*Manchester, 11 (B.), 14, 15, 16, 17, 21, 22, 24, 25 (B.), 28, 29, 30

Circuit 10—Lancashire, etc.
His Hon. Judge Burgis
*Ashton-under-Lyne, 4, 18, 28 (R.B.)
*Burnley, 3, 21 (R.B.), 24, 25
Colne,
Congleton, 11
Hyde, 9
*Macclesfield, 8 (R.B.), 17
Nelson, 23
Rawtenstall, 2
Stalybridge, 10
*Stockport, 1, 8, 15, 25 (R.B.), 29, 30
Todmorden, 22

Circuit 12—Yorkshire.
His Hon. Judge Frankland
*Bradford, 1, 4, 8, 11 (J.S.), 16 (R.B.), 18 (R), 25, 30 (R.B.)
*Halifax, 17, 18 (J.S.), 25 (R.B.)
*Huddersfield, 9 (R.B.), 15, 16
Keighley, 9
Skipton, 2

Circuit 13—Yorkshire, etc.
His Hon. Judge Essenhigh
*Barnsley, 16, 17, 18
Glossop, 16 (R.)
Rotherham, 8, 9
*Sheffield, 1, 2, 3, 4, 10, 11, 15 (J.S.), 22, 24, 25, 30

Circuit 14—Yorkshire.
His Hon. Judge Stewart
Dewsbury, 3 (R.B.), 15
Leeds, 2 (R.), 3 (J.S.), 4, 8 (R.B.), 9, 10 (J.S.), 17 (J.S.), 18, 22 (R.B.), 23 (R.), 24 (J.S.), 25, 30
Otley, 16
Wakefield, 8, 10 (R.B.), 22 (R.)

Circuit 15—Yorkshire, etc.
His Hon. Judge Gamon
Darlington, 9
Easingwold,
*Harrogate, 11, 25
Helmsley, 17
Leyburn, 7
*Northallerton, 3
Pontefract, 2, 15 (J.S.), 16, 28
Richmond, 18
Ripon, 1
Tadcaster, 24
Thirsk,
*York, 8, 22

Circuit 16—Yorkshire.
His Hon. Judge Sir Reginald Banks, K.C.
Beverley, 17 (R.), 18
Bridlington,
Goole, 29
Great Driffield, 21
†*Kingston-upon-Hull, 7, 8, 9, 10, 11 (J.S.)
New Malton, 23
Pocklington, 5
*Scarborough, 1, 2
Selby, 4
Thorne, 24
Whitby,

Circuit 17—Lincolnshire.
His Hon. Judge Langman
Barton-on-Humber, 8 (R.), 15
†*Boston, 3 (R.), 10
Brigg,
Caistor,
Gainsborough, 23 (R.), 30
Grantham, 18
†*Great Grimsby, 1, 2 (J.S.), 3, 5, 16 (J.S.), 17, (*R. every Wednesday*)
Holbeach, 23
Horncastle, 16 (R.)
*Lincoln, 3 (R.), 7, 24 (R.B.)
*Louth, 22
Market Rasen, 9
Scunthorpe, 14 (R.), 21
Skegness, 4 (R.)
Sleaford, 8
Spalding, 24
Spilsby, 11

Circuit 18—Nottinghamshire, etc.
His Hon. Judge Hildyard, K.C.
Doncaster, 9, 10, 11
East Retford 1 (R.)
Mansfield, 7, 8
Newark, 18 (R.), 21
*Nottingham, 3 (R.B.), 16, 17 (J.S.), 18, 24, 25 (B.), 29
Worksop, 8 (R.), 22

Circuit 19—Derbyshire, etc.
His Hon. Judge Longson
Alfreton, 15
Ashbourne, 8
Bakewell,
Burton-upon-Trent, 16, 17, 30 (R.B.)
Buxton, 21
*Chesterfield, 11, 18
*Derby, 9, 10, 22 (R.B.), 23, 24 (J.S.)
Ilkeston, 22
Long Eaton,
Matlock, 14
New Mills,
Wirksworth,

Circuit 20—Leicestershire, etc.
His Hon. Judge Galbraith, K.C.
Ashby-de-la-Zouch, 17
*Bedford, 21, 23
Bourne, 18
Hinckley, 16
Kettering, 22
*Leicester, 4 (R.B.), 7, 8, 9, 10 (B.), 11, 25 (R.)
Loughborough, 15
Market Harborough,
Melton Mowbray, 11 (R.), 25
Oakham, 17 (R.)
Stamford,
Wellingborough, 24

Circuit 21—Warwickshire.
His Hon. Judge Dale
His Hon. Judge Ruegg, K.C. (Add.)
*Birmingham, 1, 2, 3, 4, 7, 8, 10, 11, 14, 15 (B.), 16, 17, 18, 21, 22, 23, 24, 25, 28, 29, 30

Circuit 22—Herefordshire, etc.
His Hon. Judge Roope Reeve, K.C.
Bromsgrove, 24
Bromyard, 16
Evesham, 23
Great Malvern, 7
Hay, 9
*Hereford, 15
*Kidderminster, 8
Kington,
Ledbury,
*Leominster, 14
*Stourbridge, 10, 11
Tenbury,
*Worcester, 17, 18

Circuit 23—Northamptonshire.
His Hon. Judge Hurst
Atherston,
Bletchley, 28
*Coventry, 7, 8, 16 (R.B.), 21
Daventry,
Leighton Buzzard, 3
*Northampton, 4 (R.B.), 14, 15, 22 (R.)
Nuneaton, 18
Rugby, 17, 30 (R.)
Watford, 2, 9, 30

Circuit 24—Monmouthshire, etc.
His Hon. Judge Thomas
Abergavenny, 24
Abertillery, 8
Bargoed, 9
Barry, 3
Blaenavon,
†*Cardiff, 1, 2, 4, 5
Chepstow, 25
Monmouth, 21
†*Newport, 15, 17
Pontypool, 16
*Tredegar, 10

Circuit 25—Staffordshire, etc.
His Hon. Judge Tebbs
*Dudley, 8, 15 (J.S.), 22
*Walsall, 3, 10 (J.S.), 17, 24 (J.S.)
*West Bromwich, 2, 9 (J.S.), 16, 23 (J.S.)
*Wolverhampton, 4, 11 (J.S.), 18, 25 (J.S.)

Circuit 26—Staffordshire, etc.
His Hon. Judge Ruegg, K.C.
Burslem, 17
*Hanley, 10 (R.), 24, 25
Leek, 14
Lichfield, 2
Newcastle-under-Lyme, 15
*Stafford, 11
*Stoke-on-Trent, 9
Stone,
Tamworth, 3
Uttoxeter, 4

Circuit 28—Shropshire, etc.
His Hon. Judge Samuel, K.C.
Brecon,
Bridgnorth,
Builth Wells,
Craven Arms,
Knighton,
Llandrindod Wells,
Llanfyllin, 18
Llanidloes, 9
Ludlow, 14
Machynlleth, 11
Madeley, 17
*Newtown, 10
Oswestry, 15
Presteign,
*Shrewsbury, 21, 24
Wellington, 22
Welshpool, 16
Whitchurch, 23

Circuit 29—Carnarvonshire, etc.
His Hon. Judge Sir Artemus Jones, K.C.
Bala, 9
†*Bangor, 14
*Carnarvon, 16
Colwyn Bay, 17
Conway,
Corwen, 9
Denbigh, 7
Dolgelly, 11
*Festiniog,
Flint,
Holyhead, 15
Holywell, 8
Llandudno,
Llangefni,
Llanrwst, 11 (R.)
Menai Bridge,
Mold, 23 (R.)
*Portmadoc,
Pwllheli, 18 (R.)
Rhyl, 18
Ruthin,
*Wrexham, 21, 22

Circuit 30—Glamorganshire.
His Hon. Judge Williams, K.C.
*Aberdare, 1
Bridgend, 22, 23, 24, 25
Caerphilly, 17 (R.)
*Merthyr Tydfil, 3, 4,
*Mountain Ash, 2
Neath, 16, 17, 18
*Pontypridd, 9, 10, 11
Port Talbot, 15
*Porth, 7
*Ystradyfodwg, 8

Circuit 31—Carmarthenshire, etc.
His Hon. Judge Davies
Aberayron,
†*Aberystwyth, 3
Ammanford, 2, 18
Cardigan,
†*Carmarthen, 1
†*Haverfordwest, 16
Lampeter, 5
Llandilofawr,
Llandovery,
Llanelly, 4, 17
Narberth, 15
Newcastle-in-Emlyn,
Pembroke Dock, 14
*Swansea, 7, 8, 9, 10, 11, 12

Circuit 32—Norfolk, etc.
His Hon. Judge Rowlands
Beccles, 21
Bungay,
Diss,
Downham Market,
East Dereham, 2
Eye, 22
Fakenham, 8
†*Great Yarmouth, 17, 18
Harleston, 7
Holt, 3
†*King's Lynn, 10, 11
†Lowestoft, 4
North Walsham, 9
*Norwich, 15, 16
Swaffham,
Thetford,
Wymondham,

Circuit 33—Essex, etc.
His Hon. Judge Hildesley, K.C.
Braintree,
Brentwood,
*Bury St. Edmunds, 15
*Chelmsford, 7
Clacton, 29
Colchester, 16, 17
Felixstowe,
Halesworth, 1
Halstead, 4
Harwich, 18
†*Ipswich, 9, 10, 11
Maldon,
Saxmundham,
Stowmarket, 25
Sudbury,
Woodbridge, 2

Circuit 34—Middlesex.
His Hon. Judge Dumas
Uxbridge, 1, 8, 15, 22

Circuit 35—Cambridgeshire, etc.
His Hon. Judge Farrant
Biggleswade, 8
Bishops Stortford, 23
*Cambridge, 9, 10
Ely,
Hitchin, 7
Huntingdon,
*Luton, 3
March, 14
Newmarket, 24
Oundle, 21
*Peterborough, 1, 2
Royston, 17
Saffron Walden,
Thrapston,
Wisbech, 22

Circuit 36—Berkshire, etc.
His Hon. Judge Cotes-Preedy, K.C.
*Aylesbury, 4, 25 (R.B.)
Banbury, 9 (R.B.), 16
Buckingham, 15 (R.)
Chipping Norton, 2 (R.)
Henley-on-Thames, 11
High Wycombe, 10
*Oxford, 7, 21 (R.B.)
*Reading, 3 (R.), 17 (R.B.), 18
Shipston-on-Stour, 15
Stratford-on-Avon, 24
Thame, 3
Wallingford,
Wantage,
Warwick, 25 (R.B.)
*Windsor, 8, 22
Witney, 2

Circuit 37—Middlesex, etc.
His Hon. Judge Hargreaves
Chesham, 8
*St. Albans, 22
West London, 1, 2, 3, 4, 7, 9, 10, 11, 21, 23, 24, 25, 28, 29, 30

Circuit 38—Middlesex, etc.
His Hon. Judge Beazley
*Edmonton, 3, 4 (R.), 7, 8, 9, 11 (R.), 16 (R.B.), 24, 25 (R.)
Grays Thurrock, 15
*Hertford, 2
Ilford, 1 (R.), 7 (R.), 10, 11, 14 (R.), 21 (R.), 22, 28 (R.)
*Southend, 16, 17, 18

Circuit 39—Middlesex.
His Hon. Judge Lilley
His Hon. Judge Konstam, C.B.E., K.C. (Add.)
Shoreditch, 1, 3, 8, 10, 11, 15, 17, 22, 24, 25, 29
Whitechapel, 2, 4, 9, 11, 16, 18, 23, 25, 30

Circuit 40—Middlesex.
His Hon. Judge Thompson, K.C.
His Hon. Judge Higgins (Add.)
His Hon. Judge Konstam, C.B.E., K.C. (Add.)
Bow, 2, 3, 4, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 28, 29, 30

Circuit 41—Middlesex.
His Hon. Judge Earengey, K.C.
His Hon. Judge Konstam, C.B.E., K.C. (Add.)
Clerkenwell, 1 (J.S.), 2, 3, 4, 7, 8, 10, 11, 14, 15, (J.S.) 16, 17, 18, 21, 22 (J.S.), 23, 24, 25, 28, 29 (J.S.), 30

Circuit 42—Middlesex.
His Hon. Judge Sir Hill Kelly
Bloomsbury, 1, 2, 3, 4 (J.S.), 7, 8, 9, 10, 11 (J.S.), 14, 15, 16, 17, 18, 21, 22, 23, 24, 25 (J.S.), 28, 29, 30

Circuit 43—Middlesex.
His Hon. Judge Drysdale Woodcock, K.C.
His Hon. Judge Higgins (Add.)
Marylebone, 1, 2, 3, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 28, 29, 30

Circuit 44—Middlesex.
His Hon. Judge Sir Mordaunt Snagge
His Hon. Judge Dumas (Add.)
Westminster, *Daily* (*except Saturdays*)

Circuit 45—Surrey.
His Hon. Judge Haydon, K.C.
His Hon. Judge Drucquer (Add.)
*Croydon, 1, 2, 8, 15, 16, 22, 24, 29
*Kingston, 4, 11, 18, 25
*Wandsworth, 3, 7, 9, 10, 14, 17, 21, 23, 24, 25, 28

Circuit 46—Middlesex.
His Hon. Judge Drucquer
Barnet, 22, 29
*Brentford, 3, 7, 10, 14, 17, 21, 24, 28
Willesden, 2, 4, 8, 9, 11, 15, 16, 18, 23, 25, 30

Circuit 47—Kent, etc.
His Hon. Judge Wells
*Greenwich, 2, 4, 11, 16, 18, 23, 25
Southwark, 1, 3, 7, 8, 10, 14, 15, 17, 21, 22, 24, 28, 29
Woolwich, 9, 30

Circuit 48—Surrey, etc.
His Hon. Judge Spencer Hogg
His Hon. Judge Higgins (Add.)
Dorking,
Epsom, 9, 23
*Guildford, 10, 24
Horsham, 15
Lambeth, 1, 3, 4, 7, 8, 11, 14, 17, 18, 21, 22, 25, 28, 29, 30
Redhill, 16

Circuit 49—Kent.
His Hon. Judge Clements
Ashford, 14
*Canterbury, 22
Cranbrook, 28
Deal, 18
*Dover, 30
Faversham, 21
Folkestone, 25
Hythe,
*Maidstone, 15
Margate, 24
†Ramsgate, 16
†*Rochester, 23
Sheerness,
Sittingbourne, 29
Tenterden,

Circuit 50—Sussex.
His Hon. Judge Austin Jones
His Hon. Judge Archer, K.C. (Add.)
Arundel, 18
Brighton, 3, 4, 10, 11 (J.S.), 17, 24, 25
†*Chichester, 9
*Eastbourne, 2, 16
*Hastings, 1, 15
Haywards Heath, 30
*Lewes, 7
Petworth, 21
Worthing, 8, 22

Circuit 51—Hampshire, etc.
His Hon. Judge Lailey, K.C.
Aldershot, 11, 12
Basingstoke, 7
Bishops Waltham, 16
Farnham, 18
*Newport, 2
Petersfield, 14
†*Portsmouth, 3, 7 (B.), 10, 17, 24
Romsey, 4
Ryde,
†*Southampton, 1, 8, 15, 16 (B.), 22
*Winchester, 9

Circuit 52—Wiltshire, etc.
His Hon. Judge Jenkins, K.C.
*Bath, 3 (B.), 10 (B.)
Calne, 5
Chippenham, 8
Devizes, 14
*Frome, 1 (B.)
Hungerford,
Malmesbury, 10 (R.)
Marlborough, 15
Melksham,
*Newbury, 9 (B.)
*Swindon, 2, 16 (B.)
Trowbridge, 4
Warminster, 7
Wincanton, 11

Circuit 53—Gloucestershire, etc.
His Hon. Judge Kennedy, K.C.
Alcester, 23
*Cheltenham, 8, 9 (J.S.), 22
Cirencester, 10
Dursley,
†*Gloucester, 7, 21
Newent,
Newnham, 14
Northleach, 18
Redditch, 11
Ross,
Stow-on-the-Wold, 25
Stroud, 15
Tewkesbury,
Thornbury,
Winchcombe, 17

Circuit 54—Somersetshire, etc.
His Hon. Judge Parsons, K.C.
†*Bridgwater, 11
†*Bristol, 1, 2, 3, 14, 15, 16, 17, 18 (B.), 21, 22, 23, 24, 25 (B.)
*Wells, 8
Weston-super-Mare, 9, 10

Circuit 55—Dorsetshire, etc.
His Hon. Judge Cave, K.C.
Andover, 8
Blandford, 28 (R.)
*Bournemouth, 7 (R.), 18 (J.S.), 21, 22 (R.),
Bridport, 29
Crewkerne, 15 (R.)
*Dorchester, 4
Lymington, 7
†Poole, 9
Ringwood,
*Salisbury, 3
Shaftesbury, 14
Swanage, 25
†Weymouth, 1
Wimborne, 24
*Yeovil, 10

Circuit 56—Kent, etc.
His Hon. Judge Konstam, C.B.E., K.C.
Bromley, 1, 3, 10, 22, 29
Dartford, 15, 16
East Grinstead, 8
Gravesend, 14
Sevenoaks,
Tonbridge, 17
Tunbridge Wells, 24
*Waltham Abbey, 18

Circuit 57—Devonshire, etc.
His Hon. Judge Wethered
Axminster, 14
†*Barnstaple, 1
Bideford, 2
Chard, 15
†*Exeter, 10, 11, 21
Honiton, 16 (R.)
Langport, 10 (R.)
Newton Abbot, 17
Okehampton,
South Molton, 3
Taunton, 7
Tiverton, 16
*Torquay, 8, 9, 22
Torrington,
Totnes, 18
Wellington, 24
Williton, 15 (R.)

Circuit 59—Cornwall, etc.
His Hon. Judge Lias
Bodmin, 17
Camelford, 16
Falmouth, 8
Helston,
Holsworthy, 15
Kingsbridge, 4
Launceston,
Liskeard, 17 (R.)
Newquay, 7
Penzance, 9
†*Plymouth, 1, 2, 3
Redruth, 10
St. Austell, 7 (R.)
Tavistock, 14
†*Truro, 11

†The Mayor's and City of London Court.
His Hon. Judge Holman Gregory, K.C.
His Hon. Judge Whiteley, K.C.
His Hon. Judge Dodson
His Hon. Judge Thomas
Guildhall, 1, 2 (A.), 3, 4 (J.S.), 7, 8, 9, 10, 11 (J.S.), 14, 15, 16, 17, 18 (J.S.), 21, 22, 23 (A.), 24, 25 (J.S.), 28, 29, 30 (A.)

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* = Bankruptcy Court.
† = Admiralty Court
(R.) = Registrar's Court only
(J.S.) = Judgment Summonses
(B.) = Bankruptcy only
(R.B.) = Registrar in Bankruptcy
(Add.) = Additional Judge
(A.) = Admiralty

in the defendant by the proper order of the Board of Trade, he would have had a right to claim from the trustees the enforcement of the trusts by the effect of the provisions of the Order, but no vesting order had ever been made. The subject of this claim was not the life interest but certain specific payments arising out of it. No words in the Order justified the defendant's claim. Further, there remained the alternative answer of the plaintiffs that they were entitled to relief under s. 61 of the Trustee Act, 1925. The court here had jurisdiction to apply its provisions. His lordship referred to *Carter* v. *McLaren*, L.R. 2, H.L. (Sc.) 120, at p. 127, and said that the plaintiffs had acted honestly and that the court's discretion should be exercised in their favour.

ROMER and SCOTT, L.JJ., agreed.

COUNSEL: *The Solicitor-General* (Sir Terence O'Connor, K.C.) and *J. Stamp*; *Simonds*, K.C. and *J. W. Armstrong*.

SOLICITORS: *Solicitor to the Clearing Office*; *Johnson, Jecks & Colclough*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Appeals from County Courts.

Williams *v.* Williams and Others.

Greer and Scott, L.JJ., and Finlay, J. 22nd April, 1937.

TRESPASS—POSSESSION ACTION IN HIGH COURT—JUDGMENT AND WRIT OF *Fieri Facias*—POSSESSION GIVEN TO LANDLORD BY SHERIFF'S OFFICER—ACTING IN ACCORDANCE WITH WRIT—NO PERSONAL INTERVENTION BY LANDLORD—CLAIM OF SUB-TENANT FOR ALLEGED WRONGFUL EVICTION—ACTION FOR TRESPASS IN COUNTY COURT.

Appeal from Lambeth County Court.

In 1923 the tenant of a dwelling-house sub-let part to the plaintiff on a weekly tenancy. In March, 1936, during the subsistence of the tenancy, the landlord brought a High Court action against the tenant, claiming possession on the ground of forfeiture for breach of covenant. In May letters were sent on his behalf to all the occupants of the house informing them of the action and stating that they must intervene if they wished to take part. Judgment having been recovered by the landlord in August, a writ of *fieri facias* was on the 1st September issued to the sheriff of the County of London, who issued his warrant to his officers to execute it. On the 16th September, after due warning to the occupiers to vacate it, they gave the landlord possession. On the 18th September the plaintiff brought this action in the county court against the landlord and the sheriff's officers, alleging that his tenancy was protected under the Rent Restriction Acts and that the sheriff's officers had entered his part of the premises and ejected him. He claimed a declaration that he was a controlled tenant, an injunction restraining them from debarring him from possession, and damages for trespass and wrongful eviction. The learned county court judge made the declaration and granted the injunction and gave judgment against the landlord and the sheriff's officers for £25 damages each.

GREER, L.J., allowing the defendants' appeal, said that in the county court, unless there was a claim for damages which could be maintained, the ancillary remedy of injunction or declaration could not be granted. Therefore the question was whether the learned judge was wrong in holding that the defendants were liable in damages. As to the claim against the landlord, the sheriff's officers in executing the judgment were acting for the court and were not his servants (*Wooller* v. *Wright*, 31 L.J. Ex. 513). He might by his intervention have made them do something not covered by the writ under which they acted, and if he had requested them to execute the judgment on property which he was not entitled to enter, he might have been liable, but there was no evidence here of any special direction given by him to the sheriff's officers such as would make them his agent. As to the claim against the sheriff's officers, they were never liable to be sued for executing a judgment, however wrong it might be (*Gosset* v. *Howard*, 10 Q.B. 359).

SCOTT, L.J., and FINLAY, J., agreed.

COUNSEL: *Beyfus*, K.C., and *Done*; *Weitzman* and *Marcus*.

SOLICITORS: *Parfitt, Cresswell & Williams*; *William & T. Burchell*; *Silkin & Silkin*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Brooks *v.* Brimecombe.

Slesser, L.J., du Parcq and Simonds, JJ. 29th April, 1937.

LANDLORD AND TENANT—RENT RESTRICTION ACTS—DWELLING-HOUSE—IN OWNER'S OCCUPATION IN 1933—RE-LET—WHETHER CONTROLLED—RENT AND MORTGAGE INTEREST RESTRICTIONS (AMENDMENT) ACT, 1933 (23 & 24 Geo. 5, c. 32), s. 2.

Appeal from Portsmouth County Court.

On and before the 3rd July, 1923, a dwelling-house situated in Portsmouth was subject to the Rent Restriction Acts. On the 1st April, 1931, its rateable value was £13 a year. In 1932 the present owner bought it with vacant possession and was in occupation at and immediately before the coming into force of the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933. Having vacated it in December, 1935, he let it in January, 1936, at a weekly rent of 14s. 9d. The learned county court judge held that the house was controlled.

SLESSER, L.J., allowing the landlord's appeal, said that it was argued for the tenant that as soon as s. 2 of the Act of 1933 came into force, whatever benefits the landlord had obtained under s. 2 of the Rent and Mortgage Interest Restrictions Act, 1923, ceased to apply and the house became again, and should be deemed to have been all along, a controlled house. It was contended that the section applied retrospectively, so that the house could no longer be said to be within s. 2 of the Act of 1923, even though the owner had come into possession of the whole of it, and that consequently it was still controlled. It was further said that inasmuch as the landlord did not let it till January, 1936, he could not take advantage of the provisions dealing with registration. But the learned judge had not taken into consideration the definition of a dwelling-house in s. 16 of the Act of 1933. A dwelling-house meant a house let as a separate dwelling, or a part of a house so let, and, therefore, the exclusion of a dwelling-house which the landlord had obtained under the Act of 1923 was not that which was referred to in s. 2 of the Act of 1933, because at the time of the passing of that Act the house was not let as a separate dwelling-house. This house had become de-controlled and was not re-controlled because it was not a house which was let at the passing of the Act. The question whether this Act had a retrospective operation was left open by *Stokes* v. *Little* [1935] 1 K.B. 182. Under the Interpretation Act, 1889, s. 38 (2), one had to start with the presumption that the landlord having had restored to him his common law right to dispose of his property was, unless there was clear language to the contrary, still free, and the Act had no retrospective effect. The language here was not strong enough to override the general assumptions arising under the Interpretation Acts.

DU PARCQ and SIMONDS, JJ., agreed.

COUNSEL: *John Henderson* and *Molony*. (The respondent was not represented.)

SOLICITORS: *Gibson & Weldon*, for *Hobson Thomas, Sherwell & Wells*, of Portsmouth.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Mr. John Richards Croft Deverell, solicitor, of Lincoln's Inn and of Stockbridge, left £95,443, with net personalty £94,582.

High Court—Chancery Division.

Noel *v.* Trust and Agency Company of Australasia Ltd.

Simonds, J. 13th April, 1937.

COMPANY—ARTICLES OF ASSOCIATION—POWER TO RECEIVE MONEY IN ADVANCE OF CALLS AT FIXED RATE OF INTEREST—EXERCISE—NO DEDUCTION OF INCOME TAX—WHETHER PAYMENT LEGAL.

By the articles of association of a company incorporated in 1860, the directors had power to "receive from any of the shareholders willing to advance the same the remainder of the capital subscribed for by them beyond the sums actually called up on their respective shares and upon so much of the moneys so paid as from time to time shall exceed the amount of the calls then made upon the shares in respect of which such advance has been made, such shareholders shall be entitled to interest at the rate of 6 per cent. per annum." In 1885, there was added the words "or at such lower rate as they and the directors may agree upon, but nothing herein contained shall alter or affect the rights and position of any persons who hold or shall hold shares as to which interest is now payable at the rate of 6 per cent. per annum upon capital paid beyond the sums actually called up on such shares." In 1908, on the substitution of new articles, the directors were given power to receive such sums, paying interest at such rate as the person paying those sums and the directors might agree. The company consistently paid the whole amount of the interest in respect of sums paid in advance of calls without deduction of the income tax paid on it. The rate of interest was 6 per cent. under the articles as they originally stood and in the case of subsequent advances 4 or 3 per cent. free of income tax by agreement. In this action the plaintiff representing members of the company, except those who held shares in respect of which sums had been paid in advance of calls, claimed a declaration that the company was bound to deduct income tax from the interest payable.

SIMONDS, J., in giving judgment, said that no question arose as to past payments and that nothing he would say in any way fixed any liability on the directors in respect of them. The first point was with regard to the payments made in respect of which the bargain was for 6 per cent. interest. The company had paid interest on all sums received in advance of calls prior to 1884, at the rate of 6 per cent. without deduction of income tax. The articles authorised a payment of no more than 6 per cent. If the obligation was to pay 6 per cent., it was discharged by a payment of 6 per cent. less income tax, for the law imposed on the payer of interest a duty to deduct from it income tax at the current rate and to account for it to the revenue authorities. The company was not entitled to pay a larger sum than 6 per cent., namely, such sum as after deduction of income tax would leave a clear rate of 6 per cent. There was no evidence of a new bargain superseding the authority of the articles, and his lordship would not presume one, but said that the payment at a higher rate than was justified by the articles was due to a mistake made first in 1865 and repeated in the following years. Here there was no obligation to apply the maxim *omnia præsumuntur rite esse acta*, there being sufficient explanation of what was done in an error easily made and perpetuated. Therefore, the payment of 6 per cent. free of tax was not justified in the past and could not be made in the future. As to the payments at 4 per cent., it was common ground that unless it could be found that the bargain with regard to them was not truly an agreement to pay 4 per cent. free of tax, but an agreement to pay such a sum as after deduction of tax would amount to 4 per cent., the payments would be unjustifiable. A circular addressed to the shareholders in 1885 was as follows: "In view of the unanimous resolve of the shareholders . . . to alter art. 6 so as to enable the directors to accede to the continuous applications of shareholders to pay up capital beyond the amount actually called up on their shares, the directors desire to state that . . . they will be prepared to accept payment of shares in full, such payments to bear interest at the rate of 4 per cent. per annum, to be paid free of tax and in priority to dividend." It was further stated: 'For twenty-one years past the dividend on the capital called up (£1 per share) has been at the rate of 20 per cent. If to such dividend the interest at 4 per cent. on the capital uncalled (£9 per share) be added, both paid free of income tax, it will be found that the dividend and interest payable upon each fully paid share of £10 will together amount to £5 12s. per cent.; if freedom from income tax be taken into account to nearly £5 15s. per cent." Annexed to the circular was a form of application "to pay up the remainder of the capital uncalled" upon shares in the company, this form being used by the shareholders. There was an offer and acceptance to make payments in advance of calls upon the terms that interest would be payable at 4 per cent. per annum free of tax. There was nothing in the documents to justify the court in holding that the agreement was to pay interest at such a rate as after deduction of income tax would leave a clear rate of 4 per cent. There was nothing informal about the circular. It was a formal document containing a letter of offer and a letter of acceptance. *Burroughes* v. *Abbott* [1922] 1 Ch. 86 and *Jervis* v. *Howle and Talke Colliery Co. Ltd.* [1937] 1 Ch. 67, did not apply, as the court was not concerned with rectification. This document meant exactly what appeared upon its face; it was an agreement to pay interest at a certain rate free of tax, and so far as it provided for payment free of tax it was avoided by the Income Tax Acts. Therefore, these payments were unjustifiable and the company could no longer make them without deduction of tax. The final class of interest payments were made, not on the faith of any circular, but simply on an agreement for payment of interest free of tax. It had been argued that with regard to this the company had adopted the practice then so well recognised that it must be presumed that the bargain was that it should be the payment of such a sum as after deduction of tax should leave a clear sum of so much. There was no evidence justifying such a conclusion. There would be made the declaration claimed.

COUNSEL: *Spens*, K.C., and *David Jenkins*; *Parry*, K.C., and *F. Talbot*; *Vaisey*, K.C., and *W. G. Brown*.

SOLICITORS: *Pritchard, Englefield & Co.*; *Slaughter & May*; *Norton, Rose, Greenwell & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

In re Craven's Estate; Lloyds Bank Ltd. *v.* Craven (No. 2).

Farwell, J. 27th April, 1937.

WILL—TRUST—POWER OF ADVANCEMENT—FOR "PURCHASE OF A BUSINESS"—DEPOSIT TO BECOME MEMBER OF LLOYD'S — WHETHER WITHIN POWER — WHETHER "EXPEDIENT INVESTMENT"—TRUSTEE ACT, 1925 (15 Geo. 5, c. 19), s. 57.

A testatrix who died in 1935 by her will gave her residuary estate upon protected trusts as to one moiety each in favour of her sons Gilbert and Guy with an ultimate trust in favour of the British Legion, Hampstead. The trustees were given power to raise the whole or a part of their shares and pay or apply it for their advancement or benefit, provided that no moneys should be so raised, save for certain express purposes, one of which was "the purchase of a business or a share in a business." The question arose whether there was power to make an advance for the benefit of one of the sons to enable him to become a member of Lloyd's by providing him with certain sums to deposit.

FARWELL, J., in giving judgment, said that, but for the proviso, the power would have entitled the trustees to make the advance. It was required that the necessary sum should be applied and invested, as it were, with the trustees of

Lloyd's as a fund which would be available to meet the member's liabilities. If no liabilities had to be paid out of it, then it would come back into the trust, but if the fund were called on the whole or a substantial part of it might be used to discharge the liabilities. Such a transaction was not a purchase of a business or a share in a business. It was enabling him to carry on a profession. It was further argued that this would be "expedient" within the meaning of the Trustee Act, 1925, s. 57 (1), but the word referred to the trust as a whole. It could not mean expedient for one beneficiary. What was proposed might be expedient from the point of view of his children, but could not be from the point of view of his brother or of the other beneficiary, the charity. It was not expedient for the trust as a whole that half of it should be put in jeopardy.

COUNSEL: *Parbury; Morton*, K.C., and *Rawlence; Hon. B. Bathurst; Roxburgh*, K.C., and *Boraston; Pennycuick.*

SOLICITORS: *Morris, Ward-Jones, Kennett & Co.; Gordon, Dadds & Co.; Vizard, Oldham, Crowder & Cash.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

In re Anchor Line (Henderson Brothers) Ltd. (No. 2).

Luxmoore, J. 28th April, 1937.

COMPANY — ENGLISH COMPANY — FLOATING CHARGE — SECURITY OVER ALL ASSETS WHATSOEVER AND WHERESOEVER—PROPERTY IN SCOTLAND—COMPULSORY WINDING UP—EFFECT OF CHARGE—COMPANIES ACT, 1929 (19 & 20 Geo. 5, c. 23), s. 270.

The company, incorporated in 1899 under the English Companies Acts, had its registered office in Liverpool but its head office in Glasgow. In February, 1934, being in financial difficulties, it entered into an agreement with its principal creditors, all of whom were secured, whereby they were either to transfer or release their securities in favour of the Union Bank of Scotland, which was to allow the company overdraft facilities and which was to get these as security for moneys advanced in accordance with cl. 6 of the agreement whereby it was provided that the company should forthwith grant and deliver to the bank a floating charge creating a security by way of a first charge over the whole of the company's undertaking, property and assets, both present and future, so far as not already specifically mortgaged. It was further provided that the agreement should remain in force till the 30th September, 1934, and thereafter from year to year till determined by notice. (From the agreement it appeared that the company possessed both heritable and movable property in Scotland.) In March, 1934, in purported fulfilment of cl. 6, the company executed a charge in favour of the bank. After reciting the agreement, the company as beneficial owners charged with payment of the sums advanced by way of floating security their undertaking and all their property and assets whatsoever and wheresoever, both present and future, which charge was to rank as a first charge on the undertaking and all the company's property and assets, subject to the specific mortgages thereof, and was to be a floating security, but so that the company should not have power to create any further mortgages or charges ranking in priority to or *pari passu* with the charge thereby created. In April this charge was registered with the Registrar of Joint Stock Companies in England. Subsequently there was arranged provisionally a sale of the business as a going concern, including Scottish assets, and in April, 1935, notice to terminate the agreement was given to the bank. On the 1st May a petition for compulsory winding up of the company was presented. On the 11th May the court approved the sale agreement. On the 13th May a winding up order was made, a liquidator being appointed in June. The question arose whether, in the distribution of the company's assets, effect should be given to the deed of March, 1934, so far as regarded the proceeds of sale of property in Scotland at the date of the liquidation.

LUXMOORE, J., in giving judgment, said that it had been contended that the proceeds of sale of the Scottish property could not be claimed by the bank on the ground that the floating charge created was ineffective under Scottish law to create any charge enforceable in Scotland, since no step had been taken for reducing any of the property into possession before the winding up. In form, the floating charge was substantially an English debenture. A floating charge was unknown in Scottish law. The charge was given by an English company. Though it was executed in Scotland, that did not in Scottish law create an effective charge. Nevertheless, having regard to all the provisions of the charge, the agreement under which it was given and all the circumstances, the charge must be construed according to English law. When an English company possessing land abroad purported to charge it by way of a floating charge, that charge amounted at least to an agreement to charge the land and was a valid equitable security in English law. *British South Africa Company* v. *De Beers Consolidated Mines Ltd.* [1910] 1 Ch. 354, at p. 387, governed this case. It had been argued further that property in Scotland was in a different position from property in any other part of the world by reason of the Companies Act, 1929, s. 270. But that section was not dealing with the distribution of assets or liquidation. The section dealing with that was s. 262, and s. 270 did not override or limit it, nor was it intended by the Legislature by that section to put heritable and other property in Scotland in a different position from property belonging to a registered company in England or any other country. The proceeds of sale of all this company's property expressed to be subject to the floating charge, including property in Scotland, was payable to the bank towards satisfaction of the moneys secured.

COUNSEL: *Spens*, K.C., and *P. Sykes; Parry*, K.C., and *J. Stamp.*

SOLICITORS: *Collyer-Bristow & Co.; Allen, Edwards & Oldfield.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Elmhirst *v.* Commissioners of Inland Revenue.

Lawrence, J. 15th, 16th and 17th March, 1937.

REVENUE—INCOME TAX—WIFE'S PRE-NUPTIAL INCOME—WHETHER HUSBAND'S INCOME ASSESSABLE ON BASIS OF —INCOME TAX ACT, 1918 (8 & 9 Geo. 5, c. 40), All Schedules Rules, r. 16.

Appeal by case stated from a decision of the Commissioners for the Special Purposes of the Income Tax Acts.

On the 3rd April, the appellant, who was a British subject, married an American lady formerly domiciled and resident in America, who was, however, ordinarily resident in the United Kingdom from 1925 to 1928. The appellant was assessed to tax in £5,000, £150,000 and £100,000, for the years ending the 5th April, 1926, 1927 and 1928 respectively. He appealed against those assessments, and the Commissioners upheld them.

LAWRENCE, J., said that the question involved, namely, whether the income enjoyed during the three years before the years of assessment could be regarded for the purposes of the computation of the appellant's income in the years 1925 to 1928, depended on the construction of proviso (1) to r. 16 of the All Schedules Rules of the Income Tax Act, 1918, which ran: "Provided that (1) the profits of a married woman living with her husband shall be deemed the profits of the husband, and shall be assessed and charged in his name, and not in her name . . ." The appellant contended that the present case was governed by *Commissioners of Inland Revenue* v. *Brooke* [1923] 2 K.B. 814. The Crown contended that it was governed by *Leitch* v. *Emmott* [1929] 2 K.B. 236; *Singer* v. *Williams* [1921] 1 A.C. 41; *Fry* v. *Burma Corporation* [1930] A.C. 321, and *Back* v. *Whitlock* [1932] 1 K.B. 747.

That group of cases decided that profits or income although not chargeable to income tax, and although the recipient was not so chargeable, might be brought in as a basis of computation when the alleged taxpayer became chargeable to tax. In other words, a taxpayer might be assessable and chargeable to income tax by reference to income which he received or which accrued to him, before he became chargeable to income tax. In *Leitch* v. *Emmott*, *supra*, a woman who had been living with her husband became a widow in the year of assessment, and the Court of Appeal held that she might be assessed for that year on the basis of the income which she had enjoyed the previous year, although she was at that time a married woman living with her husband, and therefore, by r. 16, her profits were deemed to be her husband's. He (his lordship) thought that the basis of that judgment was that the proviso to r. 16 did not operate to convert the wife's income into the husband's except for the purposes of collection of the tax. In *Commissioners of Inland Revenue* v. *Brooke*, *supra*, Rowlatt, J. had decided that a husband could not be assessed to super tax in respect of his wife's pre-nuptial income. The case was possibly distinguishable because decided on the super-tax provisions of the Act of 1918, Rowlatt, J., having partially based his judgment on the very words of s. 5, which were not applicable to income tax. One ground of Rowlatt, J.'s decision was that the husband could not be assessed because, within the meaning of r. 16, the wife was not pre-nuptially a married woman living with her husband. The decision, so far as based on that ground, was overruled by *Leitch* v. *Emmott*. The decision in that case, with which he (his lordship) agreed, was right and must be followed. The appeal would be dismissed.

COUNSEL: *J. M. Tucker*, K.C., and *J. S. Scrimgeour*, for the appellant; *The Attorney-General* (Sir Donald Somervell, K.C.) and *R. P. Hills*, for the Crown.

SOLICITORS: *McKenna & Co.*; *Solicitor of Inland Revenue*.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Medcalf and Another *v.* R. Strawbridge, Ltd.

Atkinson, J. 16th, 17th, 18th, 22nd March, 1937.

NUISANCE—DAMAGE TO PRIVATE ROAD BY SKID-PAN—SPECIAL INTEREST OF FRONTAGERS—RIGHT TO SUE.

Action tried by Atkinson, J., without a jury.

The plaintiffs owned houses with frontages to a road called Cedar Avenue, both the houses and the road forming part of a building estate. The first plaintiff, Medcalf, acquired his house from one, Thompson, subject, *inter alia*, to a covenant that he would pay Thompson a reasonable proportion of the cost of making up Cedar Avenue. The second plaintiff, Mrs. Kemp, had bought her house from one, Freestone, in 1927, her land certificate stating that she held the land subject, *inter alia*, to the purchaser's covenants on a sale of the house by Thompson to one, Eyre, in 1920. The relevant covenant was with regard to the cost of making up roads, and identical with that binding Medcalf. Both Medcalf and Mrs. Kemp had made certain contributions towards the cost of maintaining the road. The defendants' servant, in driving their horse-drawn van along Cedar Avenue in order to deliver goods, persisted in damaging the surface of the road by using a skid-pan. The plaintiffs accordingly brought this action claiming an injunction to restrain the defendants from causing unnecessary damage to the surface of Cedar Avenue. The defendants contended that no injunction would lie at the suit of the plaintiffs, and that, if what the defendants' servant was doing amounted to a nuisance, it was a public nuisance in respect of which only the Attorney-General could sue. The plaintiffs contended that they had a special interest extending beyond the inconvenience suffered by the public, because (*a*) they were under a contractual obligation with regard to repairing the road; (*b*) the existing condition of the road would be an important consideration for the local authority in deciding to make up and take over the road under s. 6 of the Private Street Works Act, 1892, so that the plaintiffs had a special interest in preserving the condition of the road; and (*c*) the value of the plaintiffs' premises would be affected by the condition of the road.

ATKINSON, J., said that Mrs. Kemp's claim under ground (*a*) failed. She had not bought her house directly from Thompson, and, as none of the covenants relating to the road ran with the land, she was under no contractual liability to contribute towards the repair of the road. Medcalf, however, having bought directly from Thompson, had acquired his land subject to the covenant with regard to the road. As to ground (*b*), the possible liability under s. 6 of the Act of 1892 placed the plaintiffs in a position different from that of the general public. As to ground (*c*), the owners of premises on a private road had a special interest in preventing damage to the road because of the possible effect on the value of their premises, and here the condition of the road would affect the value of the houses in it. The worse the condition of the road became, the further the value of the houses decreased, and the more likely it was that the local authority would take it over and make it up at the frontagers' expense, a possibility which affected the value of their premises. The plaintiffs had established their right to sue, and the damage which they suffered by harm done to the road-surface was sufficiently substantial to impose an obligation on the court to protect them. They were entitled to the injunction claimed until the road was taken over by the local authority.

COUNSEL: *R. Fortune*, for the plaintiffs; *Roland Burrows*, K.C., and *H. Hillaby*, for the defendants.

SOLICITORS: *H. H. Kemp*; *Billinghurst, Wood & Pope*.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Clelland *v.* Edward Lloyd Ltd.

Goddard, J. 22nd, 23rd March, 1937.

MASTER AND SERVANT — NEGLIGENCE — INDEPENDENT CONTRACTOR WORKING ON DEFENDANTS' PREMISES—DEFENDANTS' APPRENTICE ORDERED BY THEM TO WORK UNDER CONTRACTOR'S FOREMAN—NO REQUEST BY CONTRACTOR FOR USE OF APPRENTICE'S SERVICES—CONTRACTOR'S WORKMAN INJURED THROUGH NEGLIGENCE OF APPRENTICE—DEFENDANTS' LIABILITY AS APPRENTICE'S EMPLOYERS'—WHETHER LIABLE AS OCCUPIERS OF PREMISES.

Action for damages for personal injuries.

The defendants Edward Lloyd, Limited, were the owners and occupiers of paper mills. In 1935 they were erecting a new power-house where electrical machinery for the working of their mill was being installed by two companies. It was not certain, and did not become material, whether one of the companies, Electroflo Meters Co. Limited, were sub-contractors of the other electrical company, but the Electroflo company and their workmen, while on the premises of Edward Lloyd, Limited, were invitees. The Electroflo company, being short of men, some men, including the plaintiff, were by arrangement with the defendants borrowed from the Kent Electric Power Company to assist the Electroflo company in carrying out their work. The plaintiff, who was ordinarily in the service of the Kent Electric Power Company, was, for the purpose of this job, in the service of Electroflo company. In August, 1935, while he was at work, a plank over a basement on which he was standing broke, and he sustained serious injuries. The plank had been put in position by one, McLeod, who was an apprentice electrician of the defendants, on the instructions of the foreman whom the Electroflo company employed on the premises. It was the custom of Edward Lloyd, Limited, when electrical work was being carried out on their premises by other contractors, to send their apprentices to work with the other electricians working there. The plaintiff now brought this action against the defendants as the occupiers of premises

on which was a dangerous scaffolding, and as the employers of McLeod.

GODDARD, J., said that the first ground on which the plaintiff based his action failed. Although the defendants were the occupiers and had the legal control of the building, they had employed competent contractors to do some work there. In the course of doing that work those contractors made use of planks which were not supplied by the defendants. The defendants left it to the electrical contractors to do their work as they chose. They did not control them in doing the work, or themselves put up the plank. As to the other and more difficult point, it was true that authorities like *Bain* v. *Central Vermont Railway Co.* [1921] A.C. 412, and *Donovan* v. *Laing Syndicate* [1893] 1 Q.B. 629, laid down that, if one man lent his servant to another, even gratuitously, then, for the purpose of responsibility arising out of the servant's acts, the person who had control of the servant at the time and to whom the servant was lent was responsible for that servant's act. In one sense it was true to say that the Electroflo company's foreman had control of McLeod at the material time, but in all the cases decided on this point there had been a bargain or agreement, although it might be gratuitous, for the servant of one person to be employed by another person. Here there was no evidence that the Electroflo company ever asked the defendants to provide them with a servant, except the men who were obtained from the Kent Electric Power Company. In point of fact, the defendants thought it would be useful to send McLeod to work under the Electroflo foreman. In other words, they were using the foreman as a means of carrying out their duty to instruct their apprentice. *Donovan* v. *Laing, Wharton & Down Construction Syndicate* (*supra*) and *Bain* v. *Central Vermont Railway Co.* (*supra*) were distinguishable, and the defendants were liable on the second ground.

COUNSEL: *Glyn-Jones*, for the plaintiff; *F. A. Sellers*, K.C., and *J. MacMillan*, for the defendants.

SOLICITORS: *Gardiner & Co.*; *L. Bingham & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL.]

Old Temple Bar.

Sir,—This old gateway of London, which was removed when the Strand was widened and the Law Courts erected, and, after lying in its dismembered state in a builder's yard, was re-erected by Sir Henry Meux at Theobalds Park. As this estate is now in the market, the suggestion is being put forward that the gateway should be purchased and brought back to its native habitat, or as near thereto as will not create inconvenience to traffic. Its old connection with the law was its proximity to the Temple, and that on it were placed the heads of rebels and certain other convicted persons. Readers of Boswell will recall that on one occasion Johnson and Goldsmith had visited Westminster Abbey, and in surveying Poets' Corner, Johnson said to Goldsmith, "*Forsitan et nostrum nomen miscebitur istis.*" When they reached Temple Bar, Goldsmith stopped Johnson and, pointing to the heads upon it, slyly whispered, "*Forsitan et nostrum nomen miscebitur istis.*" In its later life *in situ* Temple Bar was used by Childs Bank for storing documents and books. Lovers of old London and its historic landmarks would rejoice to see it restored to the City and placed in some appropriate place not too remote from its original site.

CONTRIBUTOR.

Books Received.

Tolley's Handbook of Income Tax and Sur-tax and the new Excess Trade Profits Tax (National Defence Contribution), 1937–38. By CHAS. H. TOLLEY, A.C.I.S., F.A.A., Accountant. London: Waterlow & Sons, Ltd. 1s. net.

In the Eyes of the Law. By G. EVELYN MILES, B.A., B.Sc. (Econ.), of the University of London, and of Lincoln's Inn, Barrister-at-Law, and DOROTHY KNIGHT DIX, B.A., of the University of London, and of the Inner Temple and South-Eastern Circuit Barrister-at-Law. 1937. Crown 8vo. pp. (with Index) 205. London: Edward Arnold & Co. 3s. 6d. net.

The English and Empire Digest. Supplement No. 12. 1937. Edited by PHILIP F. SKOTTOWE, LL.B., of the Middle Temple, Barrister-at-Law. London: Butterworth & Co. (Publishers), Ltd. 35s. net.

The Law of Succession. By D. HUGHES PARRY, M.A., LL.M., of the Inner Temple, Barrister-at-Law, Professor of English Law in the University of London. 1937. Demy 8vo. pp. xlvii and (with Index) 311. London: Sweet and Maxwell, Ltd.; Stevens & Sons, Ltd. 15s. net.

Parliamentary News.

Progress of Bills.

House of Lords.

Aberystwyth Rural District Council Bill.
Read Second Time. [26th May.
Bucks Water Bill.
Read First Time. [25th May.
Children and Young Persons (Scotland) Bill.
Read Third Time. [25th May.
Coal Mines (Employment of Boys) Bill.
Read Third Time. [25th May.
Diseases of Fish Bill.
Commons Amendments agreed to. [25th May.
Dunstable Gas and Water Bill.
Read Second Time. [26th May.
Grimsby Corporation (Grimsby and District Water, etc.) Bill.
Reported, with Amendments. [25th May.
Johnstone Burgh Order Confirmation Bill.
Reported. [25th May.
Marriages Provisional Orders Bill.
Read First Time. [25th May.
National Trust for Places of Historic Interest or National Beauty Bill.
Read Third Time. [26th May.
North Metropolitan Electric Power Supply Bill.
Read Third Time. [26th May.
Poole Corporation Bill.
Read Third Time. [26th May.
Richmond (Surrey) Corporation Bill.
Read Second Time. [26th May.
Road Traffic Bill.
Read Second Time. [26th May.
Staffordshire County Council Bill.
Read Second Time. [26th May.
Widows', Orphans' and Old Age Contributory Pensions (Voluntary Contributors) Bill.
Read Second Time. [25th May.

House of Commons.

Bath Corporation Bill.
Read Second Time. [24th May.
Bucks Water Bill.
Read Third Time. [24th May.
Burgess Hill Water Bill.
Read Third Time. [26th May.
Civil List Bill.
Read First Time. [25th May.
Cleethorpes Corporation (Trolley Vehicles) Provisional Order Bill.
Read Second Time. [26th May.
East Anglesey Gas Bill.
Amendments considered. [26th May.

Eastbourne Extension Bill.
Read Second Time. [24th May.
Exportation of Horses Bill.
Amendments considered. [25th May.
Folkestone Pier and Lift Bill.
Read Third Time. [24th May.
Grangemouth Burgh Extension Order Confirmation Bill.
Read Third Time. [26th May.
Great Western Railway Bill.
Lords Amendments agreed to. [24th May.
Johnstone Burgh Order Confirmation Bill.
Read Third Time. [24th May.
Mansfield District Traction Bill.
Read Third Time. [24th May.
Marriages Provisional Order Bill.
Read Third Time. [24th May.
Newcastle-under-Lyme Corporation Bill.
Read Second Time. [24th May.
Pier and Harbour Provisional Order (Culag (Lochinver)) Bill.
Read Second Time. [26th May.
Pier and Harbour Provisional Order (Falmouth) Bill.
Read Second Time. [26th May.
Poole Corporation Bill.
Read First Time. [26th May.
Public Records (Scotland) Bill.
Reported with Amendments. [25th May.
Sheffield Corporation Bill.
Lords Amendments agreed to. [24th May.
Southern Railway Bill.
Lords Amendments agreed to. [24th May.
Statutory Salaries Bill.
Reported without Amendment. [24th May.
Wandsworth and District Gas Bill.
Lords Amendments agreed to. [24th May.
Warrington Corporation Bill.
Read Second Time. [24th May.
Woodhall Spa Urban District Council Bill.
Read Second Time. [24th May.

Questions to Ministers.

ABORTION (INTER-DEPARTMENTAL COMMITTEE).

Mrs. TATE asked the Minister of Health whether he is now in a position to give the terms of reference and the personnel of the Inter-departmental Committee on Abortion, the decision to appoint which by the Secretary of State for the Home Department and himself was announced when the recent report on maternal mortality was issued.

THE MINISTER OF HEALTH (Sir Kingsley Wood): Yes, Sir. The terms of reference of the committee are:—

"To inquire into the prevalence of abortion, and the present law relating thereto, and to consider what steps can be taken by more effective enforcement of the law or otherwise to secure the reduction of maternal mortality and morbidity arising from this cause."

The members of the committee will be:—

Mr. Norman Birkett, K.C. (Chairman).
Mrs. Stanley Baldwin.
Lady Ruth Balfour.
Sir Comyns Berkeley.
Mr. H. A. de Montmorency.
Dr. T. Watts Eden.
Lady Forber.
Sir Rollo Graham-Campbell.
Dr. G. C. M. M'Gonigle.
Sir Ewen Maclean.
Captain M. P. Pugh.
Mr. W. Bentley Purchase.
Mr. C. D. C. Robinson.
Mrs. Thurtle.
Lady Williams.

Communications relating to the work of the committee should be addressed to the Secretary, Committee on Abortion, Ministry of Health, Whitehall, S.W.1. [24th May.

FACTORIES BILL.

Mr. RHYS DAVIES asked the Secretary of State for the Home Department whether, in view of the complexity of the Factories Bill, he will issue from his Department, when the Bill becomes law, a Factory Code as a plain guide to the new Act, somewhat similar in character to the Highway Code.

THE PARLIAMENTARY SECRETARY TO THE MINISTRY OF HEALTH (Mr. R. S. Hudson): I have been asked to reply. It will clearly be necessary to issue some kind of explanatory statement. I cannot anticipate now what form it may take, but the hon. Member's suggestion will be borne in mind. [25th May.

Societies.

The Barristers' Benevolent Association.

The Annual General Meeting will be held in the Inner Temple Hall, on Tuesday, the 1st June at 4.30 p.m. The Right Hon. The Master of the Rolls has kindly promised to preside. All members of the Inns of Court, whether subscribers to the Association's funds or not, are cordially invited to attend. The Committee wish it to be known that the Association is urgently in need of further support. Members of the Bar who do not already subscribe will, if they attend the meeting, learn of the valuable work of the Association in relieving cases of distress in the profession, and of its pressing need for augmented resources. They are asked to make a note of the date, time and place, and to come if they possibly can. An opportunity will be afforded to members and others attending the meeting to raise for discussion any questions relating to the work or administration of the Association. The annual report will be circulated, before the meeting, to every member of the Bar with an address in the Law List. The following twenty members of the Association are eligible and willing to serve on the Committee of Management for the ensuing year as ordinary members thereof, and will be proposed for election at the meeting: A. F. Topham, K.C., J. D. Cassels, K.C., Trevor Hunter, K.C., Fergus Morton, K.C., Lionel L. Cohen, K.C., J. G. Trapnell, K.C., F. J. Tucker, K.C., D. Maxwell Fyfe, K.C., M.P., A. M. Trustram Eve, K.C., H. U. Willink, K.C., H. Wynn Parry, K.C., W. E. Vernon, E. A. Godson, L. M. Jopling, J. C. Maude, E. Holroyd Pearce, Sir John Cameron, Bt., the Hon. B. Bathurst, R. E. Manningham-Buller, and the Hon. Charles Russell. Subscriptions and donations should be sent to the Association at 5, Crown Office Row, Temple, E.C.4.

The Union Society of London.

A meeting of the Society was held at the Middle Temple Common Room, on Wednesday, the 26th May, at 8.15 p.m., the President (Mr. S. R. Lewis) being in the chair. Mr. D. W. Dobson (Hon. Treasurer) proposed the motion: "That the 'bus strike is justified." Mr. R. Stock opposed, and Mr. Kenneth Ingram, Mr. Russell Clarke, Mr. Scholes, Mr. Rendle (Vice-President), Capt. Ellershaw, Mr. Hubert Moses (Hon. Secretary), Mr. Orme, Mr. Irwin and Mr. Buckland also spoke. Mr. Dobson replied. Upon division the motion was lost by one vote.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve that SIR THOMAS GARDNER HORRIDGE be sworn of His Majesty's most honourable Privy Council on his resignation of the office of Justice of the High Court of Justice. Mr. Justice Horridge has been a Judge of the King's Bench Division since 1910.

The King has been pleased, on the recommendation of the Secretary of State for Scotland, to approve the appointment of Mr. JAMES KEITH, K.C., Dean of the Faculty of Advocates, to be one of the Senators of his Majesty's College of Justice in Scotland in place of The Right Hon. Lord Morison, resigned. Mr. Keith was called to the Scottish Bar in 1911 and took silk in 1926.

Mr. NEVILLE CHAMBERLAIN, the Chancellor of the Exchequer, has been elected an honorary bencher of Lincoln's Inn. Mr. ALAN CHANCELLOR NESBITT has been elected a bencher in place of the late Mr. Charles Ashworth James, K.C.

Mr. J. F. GREGG, Assistant Solicitor, Nuneaton, has been appointed to a similar post at Huddersfield. Mr. Gregg was admitted a solicitor in 1935.

Notes.

A notice of the death on 16th May of Mr. Harry Sidney Jones, "for thirty-six years a valued clerk of Morten, Cutler and Co." appeared in *The Times* for the 21st May.

The address of the Institute for the Scientific Treatment of Delinquency has been changed from 56, Grosvenor Street, W.1., to 8, Portman Street, London, W.1. Telephone: Mayfair 8311/2 (2 lines).

The 52nd Annual Report of the Society of Incorporated Accountants and Auditors records that during 1936 the total membership rose by 244 to 6,908. Last year 1,917 candidates took the examinations of the Society in the three grades, preliminary, intermediate and final; 930 candidates passed and 987 failed.

RATES AND RATEABLE VALUES.

Annual statements have been published for 1913–14, 1919–20 and each subsequent year showing the rates in the pound and the rateable value of every borough, urban and rural district in England and Wales.

The Statement for 1936–37 (including particulars for 1935–36, for purposes of comparison) has now been issued by the Ministry of Health. It is entitled "Rates and Rateable Values in England and Wales," and can be obtained (price 1s.) direct from the Stationery Office or through any bookseller.

The Statement also shows for each area the amount, per head of the population, of rateable value (1936), and of rates collected (1936–37). Similar information for various classes of areas is given in the Prefatory Note. Summaries for each administrative county are also given.

A table contained in the Prefatory Note shows that the average rate in the pound collected in 1936–37, though higher than in 1935–36, is lower than in any year between 1920–21 and 1929–30, the last year before the full operation of de-rating.

Wills and Bequests.

Mr. Thomas Henry Jessup, solicitor, of Golden Square, W., and Putney, left £27,477, with net personalty £25,731.

Mr. Thomas Youdale Ritson, solicitor, of Bolton, chairman of directors of the Bolton Wanderers Football Club, left £15,316, with net personalty £11,666.

Mr. Charles Houghton Clayton, solicitor, of Ditton Hill, Surrey, left £27,730, with net personalty £23,690.

Mr. Arthur Thomas Holmes, solicitor, of Boston Spa, left £21,994, with net personalty £17,405.

Mr. Percy Noel Binns, solicitor, of Bedford, left £29,717, with net personalty £20,214.

Mr. Charles Henry Gough Knowles, solicitor, of Luton, left £12,581, with net personalty £7,511.

Sir Samuel Meeson Morris, solicitor, of Shrewsbury, left £37,288, with net personalty £34,245.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. I.	GROUP II. MR. JUSTICE CLAUSON. Witness Part I.	MR. JUSTICE LUXMOORE. Non-Witness
	Mr.	Mr.	Mr.	Mr.
May 31	Blaker	Andrews	*Ritchie	More
June 1	More	Jones	*Blaker	Hicks Beach
,, 2	Hicks Beach	Ritchie	*More	Andrews
,, 3	Andrews	Blaker	Hicks Beach	Jones
,, 4	Jones	More	Andrews	Ritchie
,, 5	Ritchie	Hicks Beach	Jones	Blaker

DATE	GROUP II. MR. JUSTICE FARWELL. Witness Part II.	MR. JUSTICE BENNETT. Non-Witness.	GROUP I. MR. JUSTICE CROSSMAN. Witness Part I.	MR. JUSTICE SIMONDS. Witness Part II.
	Mr.	Mr.	Mr.	Mr.
May 31	*Blaker	Jones	*Hicks Beach	Andrews
June 1	*More	Ritchie	*Andrews	Jones
,, 2	*Hicks Beach	Blaker	*Jones	Ritchie
,, 3	*Andrews	More	*Ritchie	Blaker
,, 4	*Jones	Hicks Beach	*Blaker	More
,, 5	Ritchie	Andrews	More	Hicks Beach

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

TRINITY SITTINGS, 1937.

THE COURT OF APPEAL.

A List of Appeals for hearing, entered up to Tuesday, 11th May, 1937.

FROM THE CHANCERY DIVISION.

(Final List.)

Manbre & Garton Ltd v Albion Sugar Co Ltd (not before May 31)
Société des Productions Cinematographiques Ajax-Films v British European Film Corporation Ltd
Andrae v Selfridge & Co Ltd
Hayes Bridge Estate Ltd v Portman Bldg Socy
Norton & Gregory Ltd v Jacobs
Dawson v Finn
Electric & Musical Industries Ltd v Lissen Ltd
Re Coller's Deed Trusts Coller v Coller
Re Chetwynd's Estate Dunn Trust Ltd v Brown
Re Bazire Brothers Ltd Re Companies Act, 1929
Molins v Industrial Machinery Co Ltd
Re Johnson & Johnson (Great Britain) Ltd's Letters Patent No. 387125 Re Patents and Designs Acts, 1907–1932
Re Legh's Resettlement Trusts Public Trustee v Legh
Attorney-General v Corporation of Poole
Re Lloyd (an Infant) Re Guardianship of Infants Acts, 1886 and 1925
Re Barker's Estate Barker v Billson
Re Trade Marks Acts, 1905–1919 Re Registered Trade Mark No. 530535 of Boots Pure Drug Co Ltd
Re Strickland's Estate National Guarantee and Suretyship Association Ltd v Maidment
Re Northcliffe's Settlements Re Trustee Act, 1925
Re Same Re Same
Re Ossemsley Estate Ltd's Contract Re Law of Property Act, 1925
Wiltshire Bacon Co Ltd v Associated Cinema Properties Ltd
Sutherland Publishing Co Ltd v Caxton Publishing Co Ltd
Same v Same
Re Drake's Settlement Trusts Wilson v Drake
Price v The Representative Body of the Church in Wales
J Lesquendieu Ltd v Lesquendieu (restored)
Re Nier's Letters Patent No. 395950 Re Patents and Designs Acts, 1907 to 1932
Hanson v Marlow Investment Trust Ltd

(In Bankruptcy.)

Pending 24th March, 1937.

Re a Debtor (No. 141 of 1936) Exparte the Debtor v The Petitioning Creditors and the Official Receiver (pt hd)

FROM THE PROBATE AND DIVORCE DIVISION.

(Final List.)

Sennett v Sennett
Whittaker v Whittaker
Stephens v Stephens

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(Final List.)

Bland v Mill Estates Ltd
Same v Same
Hodgson v Liverpool Corporation

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

Davies v Russell (s.o. for House of Lords)
McManus v Bowes (not before May 31)
Seric v Bankier
Standing Joint Committee for the County of Montgomery v Davies
Fearon v Owen Horton Third Party
Lowick v Lazarus
Birkhead v Lodge
Richardson v Roberts-Jones
Stockwell v Southgate Borough Council (s.o. for May 25)
Stepney Borough Council v Osofsky
J P Higginson & Co Ltd v Peck
Burnham Ltd v Wates (Streatham) Ltd
Goode v Central African Explorers Ltd
Jewett v Odhams Press Ltd (s.o. for security)
Lomax v Samuel
J W Houldsworth Ltd v Associated Newspapers Ltd
St Pierre v South American Stores
Beg v Mullick
Coates v Rawtenstall Corporation
Gillett v Girling
Ekins v King (s.o. for security)
Seeley (an infant) v Hants and Dorset Motor Services Ltd
Re Arbitration Acts, 1889 and 1934 Galloway Water Power Company v Carmichael
Fosbroke-Hobbes v Airwork Ltd
R Hewett Ltd (trading as John Douglas) v Paget
J & E Hall Ltd v J S Barclay (trading as J S Barclay & Co)
Re Arbitration Acts, 1889 and 1934 Union Castle Mail Steamship Co Ltd v Houston Line (London) Ltd
Re Same Same v Same
Burrows v Cox
Taylor v Taylor
Wacker v Reeves
Re Section 31 (5) of the Rating and Valuation (Apportionment) Act, 1928 Betty & Tom Ltd v Southern Essex Assessment Committee
Roach v Yates
Hunt v Rice & Son Ltd
Woodman v Richardson (Concrete Ltd., Third Party)
Taskers Engineering Co Ltd v Albert Morgan & Co (a firm)
Kahn v Aircraft Industries Corpn Ltd
Allen (an infant) v Bennett
Ellis (an infant) v Fulham Borough Council
Carpenter's Company v British Mutual Banking Co Ltd
Redding v Ewart & Son Ltd
Re Solicitors Act, 1932 Re Two Solicitors
Josselson v Borst (Gliksten, Third Party)

De Stempel v Dunkels
Bailey v Geddes
Meadows v Clayton
Harrison (an infant) v Thomas W Ward Ltd
Procter v British Northrop Loom Co Ltd
De Stempel v Dunkels
Radcliffe v Ribble Motor Services Ltd
Apple v Express Dairy Co Ltd
Lester v Kirby
Servadio v Blair & Co (London) Ltd
Victor Weston (Fabrics) Ltd v Morgensterns (a firm)
Croston v Vaughan
Bank of Athens S.A. v Royal Exchange Assurance
Krantz v Luper
Wakefield v Corporation of Leeds
Peck v Hull & East Coast Stevedoring Co Ltd
Re Agricultural Holdings Act 1923 Dunstan v Benney
Berks v Douglas Estates Ltd
Shirvell v Hackwood Estates Co
Bird & Co (London) Ltd v Thos Cook & Son Ltd
Greenwoods Tileries Ltd v Clapson
Clelland v Edward Lloyd Ltd
Yukon Consolidated Gold Corpn Ltd v Clark
Samson v Frazier Jelke & Co (a firm)
Mills v Duckworth
Hughes v Lewis
Woodhead v Lewton
The British & French Trust Corpn Ltd v The New Brunswick Railway Co (restored)
Thomas & Wilson Ltd v Hammond
Reardon Smith Line Ltd v Black Sea and Baltic General Insurance Co Ltd
Batten v Thomas Wall & Son Ltd
Holland v Roberts
Mutual Finance Ltd v Joseph Wetton & Sons Ltd

(Interlocutory List.)

For Judgment.

South Suburban Co-operative Society Ltd v Orum (Greer and Scott, LL.J., and Finlay, J.)

For Hearing.

The Workington Harbour and Dock Board v Trade Indemnity Co Ltd
Utrillo v Marson

(Revenue Paper—Final List.)

Allen v Trehearne (H.M. Inspector of Taxes)
Elmhirst v Commissioners of Inland Revenue

FROM COUNTY COURTS.

McCarthy v Penrikyber Navigation Colliery Co Ltd
Rentit Ltd v Duffield (pt hd, adj. to first available day Trinity—Greer, Slesser and Mackinnon, LL.J.)
Morris v Fels (Thomas, Third Party)
Wilson v Wright
Lloyd v Francis
Powley v Smith
Perry v Sharon Development Co Ltd
Morris and Morris (a firm) v Cowan
Weddle Beck & Co v Levy
Milk Marketing Board v Charles
Scott v Speakman
Walker v Furness
H Yager (London) Ltd v Yager
Kearey v Pritchard
Holden v Howard
Murray v Redpath Brown & Co Ltd
Best v Calcraft
Horrocks v Jones
Rodwell v Jones
White & Carter Ltd v Ashcroft
Andrews v Brydges (Putney) Ltd
Radcliffe v Wyburd
Anglian Insurance Co Ltd v Jones (Newport) Garage Ltd

RE THE WORKMEN'S COMPENSATION ACTS.

Garwood v Hugh Stevenson & Sons Ltd (adjd sine die pending agreement)
Stenning v Southern Railway Co
Cartwright v Lilleshall Co Ltd

FROM THE ADMIRALTY DIVISION.

(Final List.)

(With Nautical Assessors.)

Re "Aizkarai Mendi" The Owners of ss "Boree" v The Owners of ss "Aizkarai Mendi"

(Without Nautical Assessors.)

Re "Stranna" Owners of Cargo ex ss "Stranna" v Owners of ss "Stranna"

Original Motion.

Lowick v Lazarus (No. 6 King's Bench Final List (adjd to hearing of appeal)

Standing in the "Abated" List.

FROM COUNTY COURTS.

Keith Wright Ltd v Challis (s.o.g. Oct 12, 1936)
Atkinson v Saffer & Son (a firm) (abated April 14, 1937)

(Interlocutory List.)

Re Arbitration Act 1889 Fried Krupp Aktiengesellschaft v Orconera Iron Ore Co Ltd (s.o.g. Oct 30, 1936)
Snowball v Cleveland Petroleum Products Co Ltd (s.o.g. Oct 12, 1936)

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

There are Three Lists of Chancery Causes and matters for hearing in Court. (I) Adjourned Summonses and Non-Witness actions; (II) Witness Actions Part I (*the trial of which cannot reasonably be expected to exceed* 10 *hours*) and (III) Witness Actions Part II; every proceeding being entered in these lists without distinction as to the Judge to whom the proceeding is assigned. During the Sittings there will usually be two Judges taking each of these lists and warning will be given of proceedings next to be heard before each Judge. Applications in regard to a "warned" matter should be made to the Judge before whom it is "warned."

Applications in regard to a proceeding which has not been "warned," should usually be made to the senior of the two Judges taking the list in which the proceeding stands.

Motions, Short Causes, Petitions and Further Considerations will be taken by that one of the Judges taking the Non-Witness List who belongs to the group to which the proceeding is assigned.

GROUP II.—Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

GROUP I.—Mr. Justice BENNETT, Mr. Justice CROSSMAN and Mr. Justice SIMONDS.

The Adjourned Summons and Non-Witness List will be taken by Mr. Justice LUXMOORE and Mr. Justice BENNETT.

The Witness List Part I will be taken by Mr. Justice CLAUSON and Mr. Justice CROSSMAN.

The Witness List Part II will be taken by Mr. Justice FARWELL and Mr. Justice SIMONDS.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group I will be heard by Mr. Justice SIMONDS.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group II will be heard by Mr. Justice FARWELL.

Companies (Winding up), Liverpool and Manchester District Registries and Bankruptcy business will be taken as announced in the Trinity Sittings Paper.

Set down 11*th May*, 1937.

Mr. Justice CLAUSON and Mr. Justice CROSSMAN.

Witness List. Part I.

Actions, the trial of which cannot reasonably be expected to exceed 10 *hours.*

Before Mr. Justice CLAUSON.

Retained Matter.

Clinton v Harry Green Ltd (fixed for May 31)

At the beginning of the Sittings Mr. Justice CLAUSON will take the following cases in Witness List Part I:—

Michelhill v Jones
Knapp-Fisher v Crisp
Roberts v Stott
Brown v Gower (not before 1st July)
D W Greenhough & Son Ltd v Mulkari
Hales v Kenwood

Before Mr. Justice CROSSMAN.

Retained Matters.

Witness List. Part II.

George Legge & Son Ltd v Mayor, Aldermen and Burgesses of the Borough of Wenlock (pt hd) (s.o.)
Re de Stempel's Settlement de Stempel v de Stempel (pt hd)
Howell Jones v Gread (pt hd) (s.o. June 8th, subject to anything pt hd)

Non-Witness List.

Re Bagot's Settlement Trusts Dartmouth v Bagot (pt hd)

Assigned Matter.

Re Stella Saunders, an Infant Re Guardianship of Infants Acts, 1886 and 1925, Saunders v Saunders (pt hd)

At the beginning of the Sittings Mr. Justice CROSSMAN will take the following cases in Witness List Part I:—

Daniell & Sons Breweries Ltd v Cordy
Re Estler's Estate Ellul v Estler
Wilford v Le Strange
Re Strauss & Co Ltd Re Companies Act, 1929
Lindner v Cuthbert

Companies Court.

Petitions.

Britivox Ltd (to wind up—ordered on Nov. 16, 1931, to s.o. until action disposed of—liberty to restore)
Mitcham Creameries Ltd (same—ordered on Oct. 15, 1934, to s.o.g.—liberty to apply to restore after action disposed of)
Sun-Ray Studios Ltd (Same—ordered on July 15, 1935, to s.o.g.)
Ch Vairon & Co Ltd (same)
Carkeek & Sons Ltd (same)
Universal Lamp Co Ltd (same)
Walter Taylor (Builders) Ltd (same)
Halls Trading Co Ltd (same)
Greycaine Ltd (same)
Northgate Trust Ltd (same)
Loraine Estates Ltd (same)
Arthur W North & Co Ltd (same—ordered on May 10, 1937, to s.o.g.)
L T Buckley Ltd (same)
Burgoyne Wireless (1930) Ltd (same)
Cliff Quarries Co (Tintagel) Ltd (same)
Garrick Film Co Ltd (same)
Eastbury Estates Ltd (same)
Metropolitan and Provincial Securities Ltd (same)
Hart Harris (Clothiers) Ltd (same)
W Pinkham & Son Ltd (same)
Yorkshire Commercial Motors Ltd (same)
Perrett Hughes & Pearson Ltd (same)
Thracian Union Trust Ltd (same)
Mitchell & Owens Ltd (same)
Chelsfield Builders Ltd (same)
Josie Watson (Gowns) Ltd (same)
Rheolaveur General Construction Co Ltd (same)
Leslie-Rudemar Complexion Trust Ltd (same)
Modern Touring Ltd (same)
Reunion Films Ltd (same)
Hamilton (Goole) Ltd (same)
S E Hodge Ltd (same)
John Clein Pictures Ltd (same)
Roberts (Provisions) Ltd (same)
Keff Ltd (same)
Paul Ruinart (England) Ltd (to confirm reduction of capital)
British Woollen Cloth Manufacturing Co Ltd (to confirm reduction of capital—ordered on Dec 8, 1930, to s.o.g.—liberty to restore)
Charles Brown & Co Ltd (to confirm reduction of capital)
English Motor Agencies Ltd (to confirm reduction of capital—ordered on April 1, 1935, to s.o.g.—liberty to apply to restore)
Farm Industries Ltd (to confirm reduction of capital)

Willoughby's Consolidated Co Ltd (same)
Thomas Adams Ltd (same)
Dickin Brothers Ltd (same)
Richard Baines Ltd (same)
Birmingham Aluminium Casting (1903) Co Ltd (same)
Berrington & Co Ltd (same)
Sheffield and District Property Co Ltd (same)
Farmers' Co Ltd (same)
Rodney Steamship Co Ltd (same)
McIntyre Hogg Marsh & Co Ltd (same)
Canada Company (same)
Green's Ltd (same)
Johnson and Darlings Ltd (same)
East African Lands and Development Co Ltd (same)
Janus Trading Co Ltd (same)
Partington & Norrington Ltd (same)
Millets Stores (1928) Ltd (same)
Gresham Street Warehouse Co Ltd (to confirm alteration of objects)
Society of Certificated Teachers of Pitmans Shorthand and other Commercial Subjects Ltd (same)
Newton Abbot & District Gas & Coke Co Ltd (same)
United Friendly Insurance Co Ltd (same)
Shanklin Club Co Ltd (same)
Tonbridge Water Works Co Ltd (same)
Doricotts Ltd (to sanction scheme of arrangement)
Middlesex Banking Co Ltd (same)
Ch Vairon & Co Ltd (same)
H E Closs and Co Ltd (same)
Colchester Brewing Co Ltd (s. 155)
Queen's Club Garden Estates Ltd (s. 155)
Western Mansions Ltd (s. 155)
British Italian Banking Corporation Ltd (s. 155)
William and John Pattison Ltd (to sanction scheme of arrangement and confirm reduction of capital)
London-American Maritime Trading Co Ltd (same)

Adjourned Summonses.

Marina Theatre Ltd (Application of F H Cooper—with witnesses—ordered on May 10, 1933, to s.o.g.—liberty to apply to restore)
W Smith (Antiques) Ltd (Application of Liquidator—with witnesses—ordered on Dec. 8, 1932, to s.o.g.)
Essex Radio Supplies Ltd (Application of Official Receiver and Liquidator—with witnesses—ordered on Oct. 31, 1934, to so.g.)
Picos Ltd (Application of Liquidators—with witnesses—ordered to n Mar. 29, 1935, to s.o.g.—liberty to apply to restore)
Borst Ltd (Application of Borst Bros Ltd and Theodore Borst)
Barrett-Klement Theatres Ltd (Application of T.R.M. Ltd)
White Star Line Ltd (Application of Royal Mail Steam Packet Co)
Knight & Petch Ltd (Application of Joint Liquidators)
Bottlers and General Engineers Ltd (Application of Harold Cecil Gains—with witnesses)
Cleadon Trust Ltd (Application of Robert Creighton)

Motions.

Trent Mining Co Ltd (ordered on July 31, 1931, to s.o.g.—liberty to restore)
Kings Cross Land Co Ltd (ordered on June 26, 1934, to s.o.g.—liberty to apply to restore)
Flactophone Wireless Ltd (ordered on July 10, 1934, to s.o.g.)
Sunshine Remedies Ltd (ordered on July 29, 1935, to s.o.g.)
Brittains Motors Ltd (ordered on July 8, 1935, to s.o.g.—liberty to apply to restore)
Universal Lamp Co Ltd
British Marine Aircraft Ltd

Mr. Justice CLAUSON and Mr. Justice CROSSMAN.

Witness List. Part I.

Hart v Harris
Re Smith's Estate J. Grayson Lowood & Co Ltd v Smith (fixed for June 1 before Mr. Justice Clauson)
Wonnacott v Falconer
Harris v Winham
Judd v Draper (restored)
Same v Same (same)
Re J Franklin & Son Ltd Re Companies Act, 1929

Mr. Justice LUXMOORE and Mr. Justice BENNETT.

Adjourned Summonses and Non-Witness List.

Before Mr. Justice LUXMOORE.

Retained Matter.

North Level Commissioners v River Welland Catchment Board (fixed for May 24 after Chamber Summonses)

Assigned Matters.

Re Farbenindustrie Aktiengesellschaft &c. Re Patents & Designs Acts
Damman Letters Patent No. 179,166 (K) Re Patents & Designs Acts
Commercial Solvents Corporation Letters Patent No. 415,312 Re Patents & Designs Acts
Re Patents & Designs Acts 1907 to 1932 Re Letters Patent granted to P. Schidrowitz
Re Patents & Designs Acts 1907 to 1932 Re Letters Patent granted to the Fairey Aviation Co. Ltd & Fairey

Procedure Summons.

Ewing v Dickinson

Before Mr. Justice BENNETT.

Retained Matter.

Witness List Part I.

Burn v Richardson (fixed for May 24 at 11.30)

For Judgment.

Witness List. Part I.

Zetland v Driver (to be mentioned at 2 o'clock on May 25)

Procedure Summons.

Hugginson v Kettlewell

Adjourned Summonses and Non-Witness List.

Re Borwick's Will Trusts Holland v Woodman (s.o.) to come on immediately after re Borwick (1936 B 2821)
Re Reed's Estate Reed v Reed (restored)
Worthington v Richards (not before May 27)
Re Gladitz Guaranty Executor & Trustee Co Ltd v Gladitz
Re Simeon Re Public Works Facilities Act 1845 Re Lands Clauses Consolidation Act 1845 (special case)
Re Nicholson's Trusts Ortmans v Burke (restored April 6)
Re Humble's Estate City & County Private Finance Co Ltd v Dudley
Re Wire and The London Investment & Mortgage Company Ltd's contract Re Law of Property Act 1925
Re Heather's Estate Morgan v Osbourn
Re Newton's Will Trusts Pearson v Biggs
Alderton v The Essex County Council
Re Watt's Estate Miller v Murray
Re Douglas's Legacy Re Trustee Act 1925
Re Gibbs' Estate Gibbs v Phillips
Re Spence's Estate Barclays Bank Ltd v The Mayor Aldermen and Burgesses of the Borough of Stockton-on-Tees
Re Real Estate Debenture Corportion Ltd Real Estate Debenture Corporation Ltd v Killick
Re Trevor's Will Trusts Perry v Kerr
Re Peel's Settlement Public Trustee v Peel
C & N Trusts Ltd v The Uckfield Rural District Council
Re Ashton's Estate Westminster Bank Ltd v Farley
Re Adamson's Will Trusts Burkett v Rose
Re Baron's Trusts Mercer v Guggenheim
Re Wakefield's Declaration of Trust Mercer v Guggenheim
Re Kayser's Will Trusts Rust v Kayser
Lazarus v Duke of Westminster Re Law of Property Act 1925
Re Shipway's Contract Re Land Charges Act 1925
Re Severne's Will Trusts Heathcote v Severne
Re Barrow's Will Trusts Barrow v Peatling
Re Oxley's Will Trusts Oxley v Rowe
Re Cazalet's Will Trusts Cazalet v Cazalet
Re Atkins' Estate Atkins v Peyton
Re Webb's Estate Ellis v Holden
Goode v Browne
Re Kimmins' Will Trusts Kimmins v Kimmins
Ripstein v Trower
Re Beckett's Will Trusts Beckett v The Public Trustee
Re Bristowe's Estate Todd v Bristowe
Re Hart's Will Trusts Westminster Bank Ltd v Hart
Re Wright's Estate McEwen v Howard
Re Jackson's Will Trusts Hodding v Horsley
Rose & Blairman Ltd v Dorville Et Cie Ltd (motion for judgt)
Re Shepherd's Estate Tudball v Shepherd
Re Grimley's Estate Westminster Bank Ltd v Wakeling
Re Crawshay's Will Trusts Humphreys v Power
Re Whiteman's Will Trusts Taylor v Whiteman
Re Daniels' Will Trusts Public Trustee v Daniels
Re Priestley's Will Trusts Public Trustee v Meshier
Re Tilney's Lease London & District Cinemas Ltd v Tilney
Re Young's Estate Baring Bros & Co Ltd v Kinahan
Re Maempel's Will Trusts Myers v Maple
Re Listowel's Conveyance Lloyds Bank Ltd v Princes Gate Ltd
Re Hyde Cates Settlement Trusts Royal Exchange Assurance v Burke
Re C a Solicitor Re Taxation of Costs
Re Hurdle dec Blakeney v Hurdle
Re Harvey's Will Trusts Barrenger v Harvey
Re Jones' Will Trusts Re Trustee Act 1925
Same v Same
Re Dutton's Estate Bakewell v Dutton
Bidgood v Balding
Re Maconochie's Settlement Hulbert v Smith
Re Robson's Will Trusts Mason v Robson
Re Forster's Estate Lisle v Storey
Re Ibo Investment Trust Deed Ashling v Wyler
Re Duce and Boots Cash Chemists Southern Ltd's Contract Re Law of Property Act 1929

Mr. Justice FARWELL and Mr. Justice SIMONDS.

Witness List. Part II.

Before Mr. Justice FARWELL.

At the beginning of the Sittings Mr. Justice FARWELL will take the following Cases in Witness List Part II :—

Macleans Ltd v J W Lightbown & Sons Ltd (fixed for May 25)
J. W. Lightbown & Sons Ltd v Macleans Ltd motion (by order) (fixed for May 25)
Wilson v Simpson Engineering Company (a firm)
Coppins v Standard Bottle Co Ltd
Donoghue v Allied Newspapers Ltd
The British Law Insurance Co Ltd v Burlington Property Co Ltd
Augusts Ltd v Rolff (fixed for June 15)
Re Scott's Estate Scott v Scott
Re Radcliffes Estate Pratt v Nelles
Re Radcliffes Will Trusts Nelles v Boyle

Before Mr. Justice SIMONDS.

At the beginning of the Sittings Mr. Justice SIMONDS will take the following cases in Witness List Part II :—

Borde v Clarke
H Piggott & Sons Ltd v The British Brick & Tile Corpn Ltd
United Kingdom Advertising Co Ltd v Raphael
Re Down's Will Trusts Wolters v Down
Thornton v Konongo Gold Mines Ltd

Mr. Justice FARWELL and Mr. Justice SIMONDS

Madlener v Herbert Wagg & Co Ltd (s.o. for security)
Fox v Duboff (s.o. for amendment)
British Celanese Ltd v Cellulose Acetate Silk Co Ltd (not before July 31)
Radium Utilities v Humphries (s.o. for security)

Re Scott's Estate Scott v Scott
Thornton v Kononga Gold Mines Ltd
Compton v Cook (not before June 10)
Fraser v Simpson Piccadilly Ltd (not before May 31)
Davys v Wright (not before May 24)
White v Bijou Mansions Ltd
Atkins v Atkins
Bernstein v Guffens
Harston v Skelt
Faresco Holdings Ltd v Faresco
Lambert v F W Woolworth & Co Ltd
Bonner v Cox
Courage & Co Ltd v Kimber
Horder v Murray
Christie v Excelsior Properties Ltd
Michigan Tool Co v Charles Churchill & Co Ltd
Taylor v Philips
Levaine v P Panto & Co Ltd
Dudley v Roach
Scophony Ltd v Traub
Day v Cowell
Bloom v Hall Court Ltd
Shoreham-By-Sea Urban District Council v Easter & South Coast Construction Co
Alberman v Kelly

KING'S BENCH DIVISION.

NOTICE.—The Solicitors for each party are requested to inform the Chief Clerk of the Crown Office, in writing, as soon as possible, as to the probable length of each case and the names of Counsel engaged therein.

CROWN PAPER—For Argument.

The King v Minister of Health (exparte Hack)
Oxfordshire County Council v Oxford City Council
Collins v Feltham UDC
Easington RDC v Thornley & District Workmen's Club & Institute Ltd
Entwistle v Woodford
Morris v Baguley
Findlay v Newman Hender & Co Ltd
Hubbard v Messenger
Stanley v Smith (restated)
Whyatt v Minister of Health
Green v Baldwin
Smith v Mayor &c. of Birkenhead
Gilbert v Mills
Gilbert v Mills
Garlick Burrell & Edwards Ltd v Brodley
Amodio v Durham
The King v Licensing Jj's for Wisbech Isle of Ely

CIVIL PAPER—For Hearing.

G Scammell & Nephew Ltd v Postmaster-General
Kasofsky v Kreegers (Phillips, claimant)
Keete v King and anr (Lucas, 3rd party) King and anr v Lucas (consolidated)

MOTIONS FOR JUDGMENT.

Gilbert-Lodge v Ballantine
Berry v British Wagon Co Ltd

SPECIAL PAPER.

Attwater v Mullen & Lumsden Ltd
Master Wardens &c. of the City of London v Anson and anr
C Bryant & Son Ltd v Birmingham Hospital Saturday Fund

APPEALS UNDER THE HOUSING ACTS, 1925 TO 1935.

Adrian Street Compulsory Purchase Order, 1935 (Appeal of Watney Combe Reid & Co Ltd.)
Greenwich (Prince of Orange Lane) Housing Order, 1936 (Appeal of Willey)
Falmouth (Well Lane, Sedgemonds Court and Smithwick Hill) Clearance Order (Appeal of Halse)
Hammersmith (Berghem Mews) Clearance Order 1936 (Appeal of Wilmot and anr)

APPEAL UNDER PUBLIC WORKS FACILITIES ACT, 1930.

Lymington Borough Council Compulsory Purchase Order (Appeal of Keyhaven Syndicate Ltd)

REVENUE PAPER—Cases Stated.

Sir Thomas D Barlow, KBE and The Commissioners of Inland Revenue
Woodhouse & Co Ltd and The Commissioners of Inland Revenue
Richard Hodgson Read and The Commissioners of Inland Revenue
Mrs C M Benn and The Commissioners of Inland Revenue
Commissioners of Inland Revenue and N D Cohen
John White's Trust Limited (in liquidation) and The Commissioners of Inland Revenue
The Commissioners of Inland Revenue and British Salmson Aero Engines Limited British Salmson Aero Engines Limited and Commissioners of Inland Revenue
British Salmson Aero Engines Limited and Commissioners of Inland Revenue The Commissioners of Inland Revenue and British Salmson Aero Engines Limited
F O G Lloyd and S W Grand (H M Inspector of Taxes)
G H Cross (H M Inspector of Taxes) and London and Provincial Trust Limited
The London and Northern Estates Company Limited and F P Harris (H M Inspector of Taxes)
Commissioners of Inland Revenue and Sir Harry Mallaby-Deeley, Bart Sir Harry Mallaby-Deeley, Bart, and Commissioners of Inland Revenue
Sir Harry Mallaby-Deeley, Bart, and Commissioners of Inland Revenue Commissioners of Inland Revenue and Sir Harry Mallaby-Deeley, Bart
Watson Brothers and W G MacInnes (H M Inspector of Taxes)
The Rev. Lionel Corbett and Commissioners of Inland Revenue
H C Gray (H M Inspector of Taxes) and The Rt Hon The Lord Penrhyn
Cuthbert Dixon and Commissioners of Inland Revenue
Radio Pictures Limited and Commissioners of Inland Revenue
Commissioners of Inland Revenue and A E K Cull
The Commissioners of Inland Revenue and The Honourable Dorothy Wyndham Paget and The Honourable Dorothy Wyndham Paget and The Commissioners of Inland Revenue
The Honourable Dorothy Wyndham Paget and The Commissioners of Inland Revenue and The Commissioners of Inland Revenue and The Honourable Dorothy Wyndham Paget
British Sugar Manufacturers Ltd and F P Harris (H M Inspector of Taxes)
R P Baker, liquidator of First National Pathé Ltd and H G Cook (H M Inspector of Taxes)
Carlyon Estates Ltd and Commissioners of Inland Revenue
Lever Bros. Ltd and Commissioners of Inland Revenue
E W Collyer (H M Inspector of Taxes) and Hoare & Co Ltd
Harry Percival Gold Spilsbury (H M Inspector of Taxes) and Hilda Ann Spofforth

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 10th June, 1937.

	Div. Months.	Middle Price 26 May, 1937.	Flat Interest Yield.			‡Approximate Yield with redemption		
			£	s.	d.	£	s.	d.
ENGLISH GOVERNMENT SECURITIES								
Consols 4% 1957 or after	FA	109⅜	3	12	11	3	6	6
Consols 2½%	JAJO	76¼	3	5	1	—		
War Loan 3½% 1952 or after	JD	102	3	8	8	3	6	9
Funding 4% Loan 1960-90	MN	110¾	3	12	3	3	6	6
Funding 3% Loan 1959-69	AO	96	3	2	6	3	4	1
Funding 2¾% Loan 1952-57	JD	92¼	2	19	6	3	5	4
Funding 2½% Loan 1956-61	AO	87½	2	17	2	3	5	2
Victory 4% Loan Av. life 22 years	MS	109¾	3	12	11	3	7	4
Conversion 5% Loan 1944-64	MN	113½	4	8	4	2	15	0
Conversion 4½% Loan 1940-44	JJ	105⅝xd	4	5	3	2	10	7
Conversion 3½% Loan 1961 or after	AO	102	3	8	8	3	7	6
Conversion 3% Loan 1948-53	MS	100½	2	19	8	2	18	11
Conversion 2½% Loan 1944-49	AO	98	2	11	0	2	14	0
Local Loans 3% Stock 1912 or after	JAJO	88⅛	3	7	10	—		
Bank Stock	AO	347½	3	9	1	—		
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	80	3	8	9	—		
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	88	3	8	2	—		
India 4½% 1950-55	MN	110½	4	1	5	3	9	7
India 3½% 1931 or after	JAJO	92	3	16	1	—		
India 3% 1948 or after	JAJO	79	3	15	11	—		
Sudan 4½% 1939-73 Av. life 27 years	FA	111	4	1	1	3	16	10
Sudan 4% 1974 Red. in part after 1950	MN	109	3	13	5	3	2	11
Tanganyika 4% Guaranteed 1951-71	FA	109½	3	13	1	3	2	11
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	108	4	3	4	2	11	3
Lon. Elec. T. F. Corpn. 2½% 1950-55	FA	91	2	14	11	3	2	8
COLONIAL SECURITIES								
Australia (Commonw'th) 4% 1955-70	JJ	106	3	15	6	3	10	11
Australia (Commonw'th) 3% 1955-58	AO	90	3	6	8	3	13	9
Canada 4% 1953-58	MS	109	3	13	5	3	5	5
*Natal 3% 1929-49	JJ	100	3	0	0	3	0	0
*New South Wales 3½% 1930-50	JJ	100	3	10	0	3	10	0
New Zealand 3% 1945	AO	94	3	3	10	3	17	9
Nigeria 4% 1963	AO	110	3	12	9	3	8	4
*Queensland 3½% 1950-70	JJ	100	3	10	0	3	10	0
South Africa 3½% 1953-73	JD	103	3	8	0	3	5	2
*Victoria 3½% 1929-49	AO	100	3	10	0	3	10	0
CORPORATION STOCKS								
Birmingham 3% 1947 or after	JJ	89	3	7	5	—		
Croydon 3% 1940-60	AO	96	3	2	6	3	5	0
Essex County 3½% 1952-72	JD	104	3	7	4	3	3	7
Leeds 3% 1927 or after	JJ	86½	3	9	4	—		
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	100	3	10	0	—		
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	74½	3	7	1	—		
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	85	3	10	7	—		
Manchester 3% 1941 or after	FA	87	3	9	0	—		
Metropolitan Consd. 2½% 1920-49	MJSD	96	2	12	1	2	18	0
Metropolitan Water Board 3% "A" 1963–2003	AO	89½	3	7	0	3	8	0
Do. do. 3% "B" 1934-2003	MS	90½	3	6	4	3	7	2
Do. do. 3% "E" 1953-73	JJ	95	3	3	2	3	4	9
*Middlesex County Council 4% 1952-72	MN	108	3	14	1	3	6	2
* Do. do. 4½% 1950–70	MN	113	3	19	8	3	5	3
Nottingham 3% Irredeemable	MN	85½	3	10	2	—		
Sheffield Corp. 3½% 1968	JJ	104	3	7	4	3	5	10
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS								
Gt. Western Rly. 4% Debenture	JJ	110½	3	12	5	—		
Gt. Western Rly. 4½% Debenture	JJ	119½	3	15	4	—		
Gt. Western Rly. 5% Debenture	JJ	130½	3	16	8	—		
Gt. Western Rly. 5% Rent Charge	FA	128½	3	17	10	—		
Gt. Western Rly. 5% Cons. Guaranteed	MA	127½	3	18	5	—		
Gt. Western Rly. 5% Preference	MA	120½	4	3	0	—		
Southern Rly. 4% Debenture	JJ	109½	3	13	1	—		
Southern Rly. 4% Red. Deb. 1962-67	JJ	110½	3	12	5	3	7	5
Southern Rly. 5% Guaranteed	MA	127½	3	18	5	—		
Southern Rly. 5% Preference	MA	119½	4	3	8	—		

*Not available to Trustees over par.
‡In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.

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Stock

Approximate Yield with Redemption		
£	s.	d.
3	6	6
—		
3	6	9
3	6	6
3	4	1
3	5	4
3	5	2
3	7	4
2	15	0
2	10	7
3	7	6
2	18	11
2	14	0
—		
—		
—		
—		
3	9	7
—		
—		
3	16	10
3	2	11
3	2	11
2	11	3
3	2	8
3	10	11
3	13	9
3	5	5
3	0	0
3	10	0
3	17	9
3	8	4
3	10	0
3	5	2
3	10	0
—		
3	5	0
3	3	7
—		
—		
—		
—		
—		
2	18	0
3	8	0
3	7	2
3	4	9
3	6	2
3	5	3
—		
3	5	10
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—		
3	7	5
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